

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA4	Page 1 of 87
2. Contract No.		3. Solicitation No. W56HZV-04-R-0325		4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2005FEB15	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By TACOM WARREN AMSTA-PM-LAV-B WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL			Code W56HZV	8. Address Offer To (If Other Than Item 7) US ARMY TACOM ACQUISITION CENTER E-MAIL ATTN: AMSTA-AQ-DE / BID OPENING WARREN, MI 48397-5000 E-MAIL: OFFERS@TACOM.ARMY.MIL		

SOLICITATION NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed **copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in** SEE SOLICITATION **until** 04:00pm **(hour) local time** 2005MAR29 **(Date).**

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name DOUGLAS W. CLEVELAND E-mail address: CLEVELAD@TACOM.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (586) 574-6834
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within **calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.**

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter		Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)	
15B. Telephone Number (Include Area Code)		15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		17. Signature	18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered		20. Amount	21. Accounting And Appropriation		
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)		
24. Administered By (If other than Item 7)		Code	25. Payment Will Be Made By		
SCD PAS ADP PT					
26. Name of Contracting Officer (Type or Print)			27. United States Of America _____ (Signature of Contracting Officer)		28. Award Date

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN W56HZV-04-R-0325 MOD/AMD</p>	<p align="right">Page 2 of 87</p>
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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	SEP/2004

(a) All TACOM solicitations and awards are distributed on the TACOM Warren Business Opportunities web page (<http://contracting.tacom.army.mil/opportunity.htm>) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web.

(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.

(c) You are required to submit your offer, bid, or quote electronically. Please go to the following webpage for detailed information about submitting your offer electronically: <http://contracting.tacom.army.mil/ebidnotice.htm>

(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards and will include the awarded unit price. This is the notice required by Executive Order 12600 (June 23, 1987) of our intention to release unit prices in response to any request under the Freedom of Information Act (FOIA), 5 USC 552. Unit price is defined as the contract price per unit or item purchased as it appears in Section B of the contract and is NOT referring to nor does it include Cost or Pricing data/information. If you object to such release, and you intend on submitting an offer, notify the PCO in writing prior to the closing date identified in this solicitation and include the rationale for your objection consistent with the provisions of FOIA. A release determination will be made based on rationale given.

(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: acqcenweb@tacom.army.mil
If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. For technical assistance in doing business with the Government, and doing business electronically, please visit the Procurement Technical Assistance Center Website at <http://www.sellingtothegovernment.net/index.asp> to find a location near you.

[End of Clause]

A-2	52.204-4232 (TACOM)	PUBLIC ACTIVITY INVOLVEMENT	DEC/2002
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Subcontract opportunities under this solicitation and any resulting contracts are open to competition between Department of Defense activities and private firms. In addition, Army Industrial Facilities are available to sell manufactured articles or to perform work at such Facilities on behalf of Offerors, in certain circumstances and as permitted by law. Rock Island Arsenal, Watervliet Arsenal, Anniston Army Depot, Sierra Army Depot, and Red River Army Depot have expressed interest in securing subcontracting opportunities under this RFP. For information related to the capabilities of these facilities, and Points of Contact, see www.gsie.army.mil

[End of Notice]

LAV-C2 Upgrade Program
Executive Summary

The Program Manager, Light Armored Vehicles (PM-LAV) has been authorized to upgrade the existing fleet of 50 LAV-Command and Control (LAV-C2) vehicles. These vehicles were initially fielded in 1987 with a capability to conduct the command and control mission using voice-only radios. Today's battlefields require command and control assets to effectively manipulate and exchange digital data.

The LAV-C2 Upgrade will address existing operational deficiencies as well as some obsolescence issues. The existing radio suite will be upgraded with additional legacy radios. The current intercom system will be replaced. Workstations will be added to provide the staff the capability to electronically manipulate situational awareness and fire support software on rugged laptop computers.

The planned acquisition strategy is based on four key concepts. The first concept is the use of Non-Developmental Items to reduce risk and ease logistics and training. The second is to make extensive use of Government Furnished Material in a Government selected top-level architecture. The third key element is to ensure that no items are integrated into the upgraded vehicles that will require unique lifecycle support and management solely by PM-LAV. The last key element is to retain competition in the program until the Government is confident that the system meets its performance requirements and that the vendor has agreed to a fixed production

Name of Offeror or Contractor:

price.

The LAV-C2 Upgrade program is a three phase program. Full and open competition will be used to select up to two Contractors for Phase 1. Phase 1 (FY05-06) will consist of establishment and demonstration of a system design. After the system demonstration, a down-select to a single Contractor will occur prior to entering Phase 2. Competition for the Phase 2 efforts will be limited to only the two Phase 1 competitors. Phase 2 (FY06-07) will consist of development of the logistics products, demonstration of a robust design (Developmental testing) and demonstration of operational effectiveness and suitability (Operational testing). Production and deployment (Phase 3) will begin after successful Operational testing. Initial Operating Capability is scheduled for FY09 and Full Operational Capability is scheduled for FY10.

In order to perform the contract requirements, Offerors must have a Facility Clearance to have access to and/or create classified materials. Additionally, Offerors must have a Communications Security (COMSEC) account in order to perform the contract requirement of integrating Government furnished communications equipment into the LAV-C2 Upgrade.

*** END OF NARRATIVE A 001 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	NSN: 0000-00-000-0000 SECURITY CLASS: Unclassified				
0001AA	<p>SYSTEM DEVELOPMENT</p> <p>CLIN CONTRACT TYPE: Cost-Plus-Fixed-Fee NOUN: LAV-C2 UPGRADE PHASE I PRON: T152T5004K PRON AMD: 01 CUSTOMER ORDER NO: M9545005MP01581</p> <p>Estimated Cost: \$ Fixed Fee: \$ TOTAL: \$</p> <p>(End of narrative B001)</p> <p>The Contractor shall design and develop the LAV-C2 Upgraded vehicle in accordance with the Integrated Master Plan,for Phase 1 and the System Performance Specification.</p> <p>(End of narrative C001)</p> <p>Packaging and Marking</p> <p>Commercial Packaging - See Section D</p> <p>(End of narrative D001)</p> <p>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</p> <p>Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W56HZV4314H001 Y00000 M 2 DEL REL CD QUANTITY DAYS AFTER AWARD 001 1 0210</p> <p>FOB POINT: Origin</p> <p>SHIP TO: PARCEL POST ADDRESS (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	1	EA	\$	\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	See Paragraph F.1 for Performance Completion Date. (End of narrative F001)				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
0002	SECURITY CLASS: Unclassified										
0002AA	<div><div>SYSTEM DEMONSTRATION</div><div>CLIN CONTRACT TYPE: Cost-Plus-Fixed-Fee NOUN: SYSTEM DEMONSTRATION PRON: T152T5014K PRON AMD: 01 CUSTOMER ORDER NO: M9545005MP01581 Estimated Cost: \$ Fixed Fee: \$ TOTAL: \$ (End of narrative B001) The Contractor shall perform system demonstration in accordance with the System Performance Specification and Integrated Master Plan/Intrgrated Master Schedule for Phase I. (End of narrative C001) <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u><table><tr><td>DEL REL CD</td><td>QUANTITY</td><td>DAYS AFTER AWARD</td></tr><tr><td>001</td><td>0</td><td>0001</td></tr></table><div>\$</div> See Paragraph F.1 for Performance Completion Date. (End of narrative F001)</div></div>	DEL REL CD	QUANTITY	DAYS AFTER AWARD	001	0	0001		LO		\$ _____
DEL REL CD	QUANTITY	DAYS AFTER AWARD									
001	0	0001									

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT												
0003	SECURITY CLASS: Unclassified																
0003AA	<p><u>PHASE II OPTION - DESIGN & FINALIZATION TEST</u></p> <p>This is a Cost-Plus-Fixed-Fee CLIN.</p> <table><tr><td>Est Cost</td><td>\$</td></tr><tr><td>Fee</td><td>\$</td></tr><tr><td>TOTAL</td><td>\$</td></tr></table> <p>(End of narrative B001)</p> <p>The Contractor shall continue the design and development of the LAV-C2 Upgrade in accordance with the System Performance Specification and Integrated Master Plan/Integrated Master Schedule for Phase II.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table><tr><td><u>DEL REL CD</u></td><td><u>QUANTITY</u></td><td><u>DAYS AFTER AWARD</u></td></tr><tr><td>001</td><td>0</td><td>0001</td></tr></table> <p>See Paragraph F.1 for Performance Completion Date.</p> <p>(End of narrative F001)</p>	Est Cost	\$	Fee	\$	TOTAL	\$	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	0	0001		LO		\$ _____
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Fee	\$																
TOTAL	\$																
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001	0	0001															

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT					
0004	SECURITY CLASS: Unclassified									
0004AA	<p><u>PHASE II OPTION - ILS</u></p> <p>This is a Cost-Plus-Fixed-Fee CLIN.</p> <p>Est Cost \$</p> <p>Fixed Fee \$</p> <p>TOTAL \$</p> <p>(End of narrative B001)</p> <p>The Contractor shall perform the ILS efforts in accordance with the Integrated Master Plan and Attachment 005, Technical Manual Contract Requirements (TMCR) for Phase II.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table><tr><td><u>DEL REL CD</u></td><td><u>QUANTITY</u></td><td><u>DAYS AFTER AWARD</u></td></tr><tr><td>001</td><td>0</td><td>0001</td></tr></table> <p>See Paragraph F.1 for Performance Completion Date.</p> <p>(End of narrative F001)</p>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	0	0001		LO	\$ _____
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>								
001	0	0001								

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT					
0005	SECURITY CLASS: Unclassified									
0005AA	<p><u>PHASE II OPTION - DT/OT SUPPORT</u></p> <p>This is a Cost-Plus-Fixed-Fee CLIN.</p> <p>Est Cost \$</p> <p>Fixed Fee \$</p> <p>TOTAL \$</p> <p>(End of narrative B001)</p> <p>The Contractor shall support DT/OT in accordance with the System Performance Specification and Integrated Master Plan/Integrated Master Schedule for Phase III.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table><tr><td><u>DEL REL CD</u></td><td><u>QUANTITY</u></td><td><u>DAYS AFTER AWARD</u></td></tr><tr><td>001</td><td>0</td><td>0001</td></tr></table> <p>See Paragraph F.1 for Performance Completion Date.</p> <p>(End of narrative F001)</p>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	0	0001		LO	\$ _____
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>								
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT					
1002	SECURITY CLASS: Unclassified									
1002AA	<p><u>PHASE III OPTION - ILS UPDATE</u></p> <p>This is a Cost-Plus-Fixed-Fee CLIN.</p> <p>Est Cost \$</p> <p>Fixed Fee \$</p> <p>TOTAL \$</p> <p>For Phase I evaluation the amounts proposed for Phase III options are budgetary estimates only. The final cost estimates will be determined in accordance with contract paragraph H.3 prior to option award.</p> <p>(End of narrative B001)</p> <p>The Contractor shall update the ILS efforts from Phase II in accordance with the Integrated Master Plan for Phase III and Attachment 005, Technical Manual Contract Requirements (TMCR).</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table><tr><td><u>DEL REL CD</u></td><td><u>QUANTITY</u></td><td><u>DAYS AFTER AWARD</u></td></tr><tr><td>001</td><td>0</td><td>0001</td></tr></table> <p>See Paragraph F.1 for Performance Completion Date.</p> <p>(End of narrative F001)</p>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	0	0001		LO	\$ _____
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>								
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	SECURITY CLASS: Unclassified				
2001AA	<p data-bbox="266 443 735 462"><u>PHASE III OPTION - PRODUCTION & DEPLOYMENT</u></p> <p data-bbox="282 573 799 806"> Second Year Production and Deployment Option For Phase I evaluation, the amounts proposed for Phase III options are budgetary estimates only. The price will be definitized to a firm fixed-price in accordance with contract paragraph H.3 prior to option award. The amounts proposed for Phase II options are (End of narrative B001) The Contractor shall deliver LAV-C2 Upgraded vehicles in accordance with the System Performance Specification and Integrated Master Plan/Integrated Master Schedule for Phase III. (End of narrative C001) <u>Packaging and Marking</u> Commercial Packaging - See Section D (End of narrative D001) <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 FOB POINT: Origin See Paragraph F.1 for Performance Completion Date. (End of narrative F001) </p>	17	EA	\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT											
2002	SECURITY CLASS: Unclassified															
2002AA	<p><u>PHASE III OPTION - PVT SUPPORT</u></p> <p>This is a Cost-Plus-Fixed-Fee CLIN.</p> <table><tr><td>Est Cost</td><td>\$</td></tr><tr><td>Fixed Fee</td><td>\$</td></tr><tr><td>TOTAL</td><td>\$</td></tr></table> <p>For Phase I evaluation the amounts proposed for Phase III options are budgetary estimates only. The final cost estimates will be determined in accordance with contract paragraph H.3 prior to option award.</p> <p>(End of narrative B001)</p> <p>The Contractor shall support Production Verification Testing in accordance with the System Performance Specification and Integrated Master Plan/Integrated Master Schedule for Phase III.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table><tr><td><u>DEL REL CD</u></td><td><u>QUANTITY</u></td><td><u>DAYS AFTER AWARD</u></td></tr><tr><td>001</td><td>0</td><td>0001</td></tr></table> <p>See Paragraph F.1 for Performance Completion Date.</p> <p>(End of narrative F001)</p>	Est Cost	\$	Fixed Fee	\$	TOTAL	\$	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	0	0001		LO	\$ _____
Est Cost	\$															
Fixed Fee	\$															
TOTAL	\$															
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>														
001	0	0001														

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
2003	SECURITY CLASS: Unclassified										
2003AA	<p><u>PHASE III OPTION - TRAINING</u></p> <p>For Phase I evaluation, the amounts proposed for Phase III options are budgetary estimates only. The price will be definitized to a firm fixed-price in accordance with contract paragraph H.3 prior to option award.</p> <p>(End of narrative B001)</p> <p>The Contractor shall provide New Equipment Training in accordance with the Integrated Master Plan/Integrated Master Schedule for Phase III.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> <table><tr><td><u>DEL REL CD</u></td><td><u>QUANTITY</u></td><td><u>DAYS AFTER AWARD</u></td></tr><tr><td>001</td><td>0</td><td>0001</td></tr></table></p> <p>See Paragraph F.1 for Performance Completion Date.</p> <p>(End of narrative F001)</p>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	0	0001		LO		\$ _____
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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT						
3002	SECURITY CLASS: Unclassified										
3002AA	<p><u>PHASE III OPTION - TRAINING</u></p> <p>For Phase I evaluation, the amounts proposed for Phase III options are budgetary estimates only. The price will be definitized to a firm fixed-price in accordance with contract paragraph H.3 prior to option award.</p> <p>(End of narrative B001)</p> <p>The Contractor shall provide New Equipment Training in accordance with the Integrated Master Plan/Integrated Master Schedule for Phase III.</p> <p>(End of narrative C001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> <table><tr><td><u>DEL REL CD</u></td><td><u>QUANTITY</u></td><td><u>DAYS AFTER AWARD</u></td></tr><tr><td>001</td><td>0</td><td>0001</td></tr></table></p> <p>See Paragraph F.1 for Performance Completion Date.</p> <p>(End of narrative F001)</p>	<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>	001	0	0001		LO		\$ _____
<u>DEL REL CD</u>	<u>QUANTITY</u>	<u>DAYS AFTER AWARD</u>									
001	0	0001									

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9999	<p><u>CONTRACT DATA LINE ITEMS (CDRLS)</u></p> <p>SECURITY CLASS: Unclassified</p> <p>The contractor shall furnish data in accordance with Exhibit A, Contract Data Line Items (CDRLs).</p> <p>This CLIN is not separately priced.</p> <p>(End of narrative C001)</p>				

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.204-4003 (TACOM)	START OF WORK MEETING	MAY/2000

The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within 30 days after contract award. The contractor shall at a minimum invite the Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 14 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

[End of Clause]

C.1 STATEMENT OF OBJECTIVES

C.1.1 Phase I System Development and Demonstration Objectives.

C.1.1.1 Demonstrate that the system design is sufficiently low risk, affordable to enter Phase II.

C.1.1.2. Through prototype construction and a Government competitive test, demonstrate the ability of the Contractors to produce functional LAV-C2 Upgrade vehicles that meet the Government's performance and cost objectives.

C.1.1.3 Through analysis, address the maintenance approach and integrated logistical support that will be used and needed for the system once fielded.

C.1.1.4 Provide an LAV-C2 Upgrade system review including system design, requirements trade-offs with supporting data including cost, technical and manufacturing accomplishments, results of subsystem and system analyses, demonstrations and tests, remaining technical and manufacturing risks, logistics and maintenance requirements, and cost projections and major tasks to be accomplished in Phase II.

C.1.1.5 Phase I will be complete when the Government is confident that at least one of the upgraded systems meets, or can be expected to meet, the minimum performance standards established in the System Performance Specification (SPS) and the SRD, the Government has agreed upon a fixed production price for the LAV-C2 Upgrade and the Government has selected the winning Contractor for continued development.

C.1.2 Phase II Design Finalization and Test Objectives.

C.1.2.1 Contractor completes the design and demonstrates that all requirements as stated in the SPS are met and that the design is producible.

C.1.2.2 Provide an LAV-C2 Upgrade Design Readiness Review including final system design, requirements trade-offs with supporting data including cost, technical and manufacturing accomplishments, results of subsystem and system analyses, demonstrations and tests, remaining technical and manufacturing risks, logistics and maintenance requirements and major tasks to be accomplished in Phase III.

C.1.2.3 Produce up to four production representative systems, three will be used for Developmental and Operational Test and Evaluation, while the fourth will be used to develop the integrated logistics support package.

C.1.2.4 During Operational Testing, demonstrate that the operator and organizational maintenance procedures are effective and reliable.

C.1.2.5 Demonstrate military utility (operational effectiveness and suitability) to support production.

C.1.2.6 Phase II will be complete when the Government is confident that the upgraded vehicle is producible, supportable, and has met ORD requirements.

C.1.3 Phase III Production and Deployment Objectives.

C.1.3.1 Deliver affordable, producible and supportable systems at the agreed upon production price. At least 50 production systems, installed on the LAV-C2 vehicles, with the required support (training, technical manuals, spare parts and test equipment) will be required for total package fielding.

C.1.3.2 Demonstrate that the Direct Support and above maintenance procedures are effective and reliable.

C.1.3.3 Provide up to three systems for Government Production Verification Testing (PVT) in order to demonstrate that the production hardware meets the requirements of the SPS.

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C.2 The Systems Requirements Document (SRD) for the LAV-C2 is located at Attachment 1.

*** END OF NARRATIVE C 001 ***

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Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

Regulatory Cite	Title	Date
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D-1	252.211-7003	ITEM IDENTIFICATION AND VALUATION	JAN/2004
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[NOTE: The following clause requires unique item identification marking, or a DoD recognized unique identification equivalent, for all items delivered under the contract for which the Government's acquisition cost (as defined under 'Definitions' below) is \$5,000 or more. Unique item identification marking is also required for items listed in paragraph (c)(1)(ii) of the clause. Unique item identification marking is required for embedded subassemblies, components, and parts if listed in paragraph (c)(1)(ii), or if listed elsewhere in the solicitation or resulting contract. In the event that the Government has not yet identified these items or embedded parts, paragraph (c)(1)(ii) will read "TBD" for "to be determined". If these items are identified by the Government before the time proposals are due, an amendment to the solicitation will be issued which identifies them. If not, award will be made on the basis of them not being identified, however the contract may be later modified to include such identification marking. This clause also requires the contractor to report the Government's acquisition cost for each item delivered under the contract. Information concerning these requirements is available at <http://www.acq.osd.mil/uid> .]

(a) Definitions. As used in this clause--

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Commonly accepted commercial marks" means any system of marking products for identification that is in use generally throughout commercial industry or within commercial industry sectors. Some examples of commonly accepted commercial marks are: EAN.UCC Global Trade Item Number; Automotive Industry Action Group B-4 Parts Identification and Tracking Application Standard, and B-2 Vehicle Identification Number Bar Code Label Standard; American Trucking Association Vehicle Maintenance Reporting Standards; Electronic Industries Alliance EIA 802 Product Marking Standard; and Telecommunications Manufacturers Common Language Equipment Identification Code.

"Concatenated unique item identifier" means-- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or (2) For items that are serialized within the original part number, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, original part number, and serial number within the part number.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/uid> .

"DoD unique item identification" means marking an item with a unique item identifier that has machine-readable data elements to distinguish it from all other like and unlike items. In addition-- (1) For items that are serialized within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, and a unique serial number. (2) For items that are serialized within the part number within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, the original part number, and the serial number. Enterprise means the entity (i.e., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by a registration (or controlling) authority.

"Government's unit acquisition cost" means-- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery; and (2) For cost-type line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government for each item at the time of delivery.

"Issuing agency code" means a code that designates the registration (or controlling) authority.

"Item" means a single hardware article or unit formed by a grouping of subassemblies, components, or constituent parts required to be delivered in accordance with the terms and conditions of this contract.

"Machine-readable" means an automatic information technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at asset creation to a class of items with the same form, fit, function, and interface.

"Registration (or controlling) authority" means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

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"Serial number within the enterprise identifier or unique serial number" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part number or serial number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part number" means each item of a particular part number is assigned a unique serial number within that part number assignment. The enterprise is responsible for ensuring unique serialization within the part number within the enterprise identifier.

"Unique item identification" means marking an item with machine-readable data elements to distinguish it from all other like and unlike items.

"Unique item identifier" means a set of data marked on items that is globally unique, unambiguous, and robust enough to ensure data information quality throughout life and to support multi-faceted business applications and users.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/uid_.

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) Unique item identification.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for--

- (i) All items for which the Government's unit acquisition cost is \$5,000 or more; and
- (ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract Line, Subline, or Exhibit Line Item Number: TBD

Item Description: TBD

(iii) Subassemblies, components, and parts embedded within items as specified in Exhibit Number/Contract Data Requirements List Item Number TBD.

(2) The unique item identifier and the component data elements of the unique item identifier shall not change over the life of the item.

(3) Data syntax and semantics. The Contractor shall--

(i) Mark the encoded data elements (except issuing agency code) on the item using any of the following three types of data qualifiers, as specified elsewhere in the contract:

- (A) Data Identifiers (DIs) (Format 06).
- (B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology-- EAN/UCC Application Identifiers and ASC MH 10 Data Identifiers and ASC MH 10 Data Identifiers and Maintenance.
- (C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution ``DD'' format for use until the final solution is approved by ISO JTC1/SC 31. The DoD collaborative solution is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/uid> ; and

(ii) Use high capacity automatic identification devices in unique identification that conform to ISO/IEC International Standard 15434, Information Technology--Syntax for High Capacity Automatic Data Capture Media.

(4) Marking items.

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Name of Offeror or Contractor:

(i) Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial number, and, for serialization within the part number only, original part number) shall be placed on items requiring marking by paragraph (c)(1) of this clause in accordance with the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) Commonly accepted commercial marks. The Contractor shall provide commonly accepted commercial marks for items that are not required to have unique identification under paragraph (c) of this clause.

(e) Material Inspection and Receiving Report. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Description.*
- (2) Unique identifier**, consisting of--
 - (i) Concatenated DoD unique item identifier; or
 - (ii) DoD recognized unique identification equivalent.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if DoD unique item identifier is used).**
- (5) Enterprise identifier (if DoD unique item identifier is used).**
- (6) Original part number.**
- (7) Serial number.**
- (8) Quantity shipped.*
- (9) Unit of measure.*
- (10) Government's unit acquisition cost.*
- (11) Ship-to code.
- (12) Shipment date.
- (13) Contractor's CAGE code or DUNS number.
- (14) Contract number.
- (15) Contract line, subline, or exhibit line item number.*
- (16) Acceptance code.

* Once per contract line, subline, or exhibit line item.
 ** Once per item.

(f) Material Inspection and Receiving Report for embedded subassemblies, components, and parts requiring unique item identification. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part, consisting of--

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Name of Offeror or Contractor:

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.**

(4) Issuing agency code (if DoD unique item identifier is used).**

(5) Enterprise identifier (if DoD unique item identifier is used).**

(6) Original part number.**

(7) Serial number.**

(8) Unit of measure.

(9) Description.

** Once per item.

(g) The Contractor shall submit the information required by paragraphs (e) and (f) of this clause in accordance with the procedures at <http://www.acq.osd.mil.uid>

____(h) Subcontracts. If paragraph (c)(1)(iii) of this clause applies, the Contractor shall include this clause, including this paragraph (h), in all subcontracts issued under this contract.

[End of Clause]

D.1 Preparation for Shipment of Vehicles (Phase III only)

D.1.1 Each vehicle shall be preserved and protected for delivery in accordance with the Contractor's standard commercial practices, including but not limited to the following, which must be sufficient to meet the requirements of the common carrier, as applicable. Contractors preservation procedures shall ensure drive-on/drive-off capability for each vehicle.

D.1.2 Items vulnerable to damage or pilferage shall be removed. These items shall be preserved and packaged in accordance with Contractor's recommended standard procedure to prevent damage, corrosion and deterioration. Each package shall be identified in accordance with MIL-STD-129P and stowed within the chassis.

D.1.3 Circuit breakers shall be set to the "off" position when all activities requiring electric power have been completed.

D.1.4 Inflate tires to the maximum operating pressure.

D.1.5 Secure all vehicle entry openings from within the vehicle. Only driver's hatch shall be secured with a key-operated padlock. Secure the fuel filler caps with serialized cable seal lock(s).

D.2 Loading, Blocking, and Bracing

D.2.1 For truck transportability, the Contractor shall be liable for payment of any damage to the vehicle caused by the failure to load, block, and brace in accordance with acceptable standards set forth herein.

*** END OF NARRATIVE D 001 ***

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SECTION E - INSPECTION AND ACCEPTANCE

	Regulatory Cite	Title	Date
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-3	INSPECTION OF SUPPLIES - COST REIMBURSEMENT	MAY/2001
E-3	52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	AUG/1996
E-4	52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR/1984
E-5	52.246-8	INSPECTION OF RESEARCH AND DEVELOPMENT -- COST-REIMBURSEMENT	MAY/2001
E-6	52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM)	APR/1984
E-7	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-8	52.211-4030 (TACOM)	BASIC APPLICATION AND TESTING REQUIREMENTS FOR CHEMICAL AGENT RESISTANT COATINGS (CARC) ON METALLIC SURFACES	JAN/2003

(a) Scope: The requirements contained herein apply whenever any or all of the following specifications are cited in the contract: MIL-C-46168, MIL-C-53039, MIL-PRF-22750, or MIL-DTL-64159.

(b) CARC Primers: The preferred CARC primer for all applications is cathodic, epoxy electrocoat per MIL-C-53084. This primer can be directly substituted whenever MIL-P-53022 or MIL-P-53030 is specified on a drawing or specification. The dry film thickness table below contains mandatory minimum and maximum dry film thickness requirements. Failure of production painted hardware to comply with these ranges will dramatically impact the corrosion resistance and/or chip resistance of the CARC coating system. If the contractor does not possess the personnel or equipment to meet these mandatory thickness requirements, then cathodic epoxy electrocoat must be used. Any part that has rust, heat treat or mill scale must be abrasive blasted prior to the application of any coating. Select powder coat primers which have 0.0 VOCs and 0.0 HAPS can also be used as a direct replacement for MIL-P-53022 and MIL-P-53030 primers. These powder coat primers, however, can only be applied by TACOM-approved applicators. The qualification and application of these primers is controlled by "Performance Standard for Combat Grade Powder Coat Paint - U.S. Army - TACOM" and is available at <http://contracting.tacom.army.mil/engr/eng.htm>

(c) CARC Application: The dip application of any coating listed in the table below (with the exception of epoxy electrocoat which is specifically designed for dip application) is prohibited.

(d) End-Item Inspection. After the complete paint finish has been applied and cured* (See note below), the Contractor shall test and inspect two units per lot for (i)workmanship, (ii) total paint film thickness and (iii) paint adhesion. Unless otherwise agreed to between the Contractor and the cognizant Government quality assurance representative, a lot shall be defined as all units submitted for final Government acceptance at one time. The use of test panels in lieu of actual production units is prohibited. At final inspection, the cumulative total paint film thickness of pretreatment, primer, and topcoat shall at a minimum conform to the sum of the minimum thicknesses for individual elements of the paint finish as specified in Table I herein. Sufficient locations shall be spot-checked to ensure proper workmanship and paint thickness uniformity. The size and configuration of the unit as well as the number of vendors responsible for the paint finish of component parts shall be taken into consideration in determining the number of locations to be checked. The specific number of test locations shall be agreed to by the cognizant Government quality assurance representative in advance. In addition, two locations on each sample unit shall be selected conduct the scribe tape test. The test locations shall be routinely varied among the following:

- (1) Directly adjacent to a weld.
- (2) On or directly adjacent to a machine cut or sheared edge.
- (3) On any mechanically formed surface when lubricants/drawing compounds were used.
- (4) On paint touch-up areas.

The precise location for each scribe tape shall be in an inconspicuous location that has been accepted by the cognizant Government quality assurance representative before the test is conducted.

Upon completion of the scribe tape test, the scribe marks shall be feathered into the adjacent area and touched up with the required top coat so that the tested area again conforms to the applicable minimum specified in Table I herein.

*NOTE: The complete paint finish is defined as the pretreatment, primer, and topcoat applied to the substrate. Curing of the complete paint finish is dependent upon temperature, humidity, and paint film thickness. The time necessary to achieve sufficient adhesion to pass the scribe tape test must be determined by each facility. For purposes of this test, curing at ambient temperature will take 24 days. To accelerate the curing for purposes of product acceptance, the following procedure may be followed: Cure at 190 to 210 degrees F. for three hours (this is time at temperature and is therefore material thickness dependent), followed by 7 days at 65 degrees F. minimum.

(e) Test Methods:

- (1) Film Thickness. Film thickness shall be verified with a nondestructive film gage. The gage shall be suitable for

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measurements over the applicable substrate material and shall have sufficient accuracy to ensure compliance to the thickness limitations. The gage shall be capable of being calibrated. If no other calibration specification or requirement is identified elsewhere in this contract, then the gage shall be calibrated in accordance with ISO 10012.

(2) Scribe Tape Test. The following test procedure shall be followed. The test surface shall be sufficiently warm and dry to ensure adhesion of the tape. All dimensions cited in this Scribe Tape Test description are approximate:

(a) Scribe four one-inch lines completely through the paint finish to the substrate, one sixteenth to three thirty-seconds of an inch apart.

(b) Scribe four additional one-inch lines, completely through the paint finish, one sixteenth to three thirty-seconds of an inch apart, rotated 90 degrees with respect to the first set of lines. The resulting pattern shall contain nine squares.

(c) Press a length of A-A-1830, A-A-884, or any commercially available tape with a minimum adhesion rating of 45 oz. per inch of width firmly over the scribed pattern, rubbing out all air pockets.

(d) Wait ten seconds, minimum. Grasp a free end of the tape and at a rapid speed strip it from the paint surface by pulling the tape back upon itself at 180 degrees.

NOTE: The above two tests are not a substitute for corrosion test such as neutral salt spray or accelerated corrosion tests which verify coating durability.

(f) Acceptance Criteria:

(1) Film Thickness. All applicable surfaces shall have complete paint coverage. A minimum of 75% of the applicable surfaces of each test unit shall meet the minimum, cumulative dry film thickness requirements. Failure of either test unit shall result in rejection of the production lot that it represents.

DRY FILM THICKNESS TABLE

SPECIFICATION	DRY FILM THICKNESS (Mils) (MANDATORY RANGE)
DOD-P-15328*	0.3 - 0.5
MIL-PRF-23377	1.0 - 1.5
MIL-P-53022, Type I	1.0 - 2.5
MIL-P-53022, Type II	1.5 - 2.5
MIL-P-53030	1.5 - 2.5
MIL-P-53084	0.8 - 1.5
MIL-C-22750	1.3 - 2.5
MIL-C-46168	1.8 MINIMUM
MIL-C-53039	1.8 MINIMUM
MIL-DTL-64159	1.0 MINIMUM

* May not be allowed per contract due to VOC and hexavalent chromium content.

(2) Scribe Tape Test (Adhesion). The removal of two or more complete squares of top coat, or top coat-primer-pretreatment coating, from either test unit constitutes test failure and the production lot from which it comes is rejected. Removal of overspray does not constitute test failure.

NOTICE: The scribe tape test is designed to detect any major deficiency in the paint application process that would affect the durability of the CARC finish. Typical causes of failure are:

- (a) Inadequate cleaning of the substrate.
- (b) Contamination of the surface between coatings.
- (c) Excessive paint film thickness in a single coating application.
- (d) Application of a coating over a previous coating which has not been adequately cured.

[End of clause]

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E-9 52.211-4069 WELDING INSPECTION REQUIREMENTS MAR/2001
(TACOM)

(a) INSPECTION: As the contractor, during performance of this contract you will verify weld quality and workmanship using qualified inspectors trained to perform these inspection functions. Acceptable qualification of your inspectors may be based on:

(1) current or previous certification as an AWS Certified Welding Inspector; or

(2) current or previous certification by the Canadian Welding Bureau (CWB); or

(3) inspection performed by an engineer or technician who is competent in the use of weld inspection techniques and equipment, on the basis of (i) formal training or (ii) experience, or both, in metals fabrication, inspection, and testing.

(b) NON BALLISTIC VISUAL INSPECTION. You will perform all non-ballistic visual inspections of weld quality and workmanship for structural steel in accordance with Section 6 of AWS D1.1-96. For structural aluminum, you may perform non-ballistic visual inspections of weld quality and workmanship using the guidelines given in MIL-STD-370A, dated 21 Sep 93.

(c) BALLISTIC VISUAL INSPECTION. You will perform all ballistic visual inspections in accordance with section 6 of the UDLP/TACOM Ground Combat Vehicle Code Steel, Rev A, dated Apr 2003. Copies of this document can be obtained by written request to:

Commander, US Army Tank-automotive and Armaments Command
ATTN: AMSTA-TR-E/Materials
Warren, MI 48397-5000

[End of Clause]

E-10 52.246-4008 FINAL INSPECTION RECORD (FIR) APR/2000
(TACOM)

(a) The Contractor shall prepare a Final Inspection Record (FIR) in his/her own format for each vehicle under the contract. The FIR should be organized so as to be compatible with assemblies, installation, and end item performance and acceptance. The FIR shall contain all examinations and tests that are performed on a single unit during its manufacture and final inspection. The FIR shall list each vehicle characteristic or function to be inspected from the vehicle specification. As a minimum, the FIR shall have blocks for the contractor's inspector's initials indicating that each characteristic or function was inspected and either accepted or rejected, and another block for reinspection and acceptance of any rejected characteristic or function. Final review and acceptability shall be indicated by a signature block containing the full name and title of the company official rendering approval. The FIR shall be updated to reflect all engineering and/or manufacturing changes that impact the FIR, during the entire contract period. The contractor shall submit the completed and certified copy of the FIR to the Government Inspector with each item inspected and offered for acceptance by the Government.

(b) Deficiencies disclosed during inspection by the contractor shall be described in writing and included as part of the FIR.

(c) If the contractor determines that the FIR is not appropriate for final inspection of the end item, for any reason, s/he must obtain written approval from the contracting officer prior to employing any other form for this purpose.

[End of Clause]

E-11 52.246-4028 INSPECTION POINT: ORIGIN FEB/1994
(TACOM)

We will inspect the supplies as described elsewhere in this solicitation/contract before acceptance. Fill-in the location, contractor's or subcontractor's plant, where origin inspection will occur.

CONTRACTOR'S PLANT:

(Name)

(Address) (City) (County) (State) (Zip)

SUBCONTRACTOR'S PLANT:

(Name)

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(Address) (City) (County) (State) (Zip)

[End of Clause]

E-12 52.246-4029 ACCEPTANCE POINT: ORIGIN
(TACOM)

OCT/2002

We will accept these supplies at the address or addresses designated in the Section E clause entitled INSPECTION POINT.

[End of Clause]

E.1 CORRECTION OF DEFICIENCIES. The Contractor shall be responsible for the correction of all deficiencies (Hardware & Software) identified during Government Operational Testing (OT) at no increase in contract price. A deficiency is defined as a failure to achieve the requirements of the System Performance Specification (SPS). Correction of these deficiencies shall include: Preparation of a Class I Engineering Change Proposal (ECP) to incorporate the correction into the configuration of the affected LAV-C2 Upgraded vehicle, in accordance with the requirements for ECP development (CDRL A013).

E.1.1 Government approval of a COD ECP does not relieve the Contractor of the responsibility for meeting the requirements of this contract. The Government retains the right to retest the Contractor's correction/ECP change to verify that it corrects the deficiency. The Contractor shall be responsible for all retest costs. If it is determined through testing that the system is still deficient, the Contractor will be required to correct the deficiency in accordance with the requirements of this provision. The Contractor's COD responsibility is not fulfilled until all test deficiencies are resolved to ensure compliance with the requirements of the SPS.

*** END OF NARRATIVE E 002 ***

E.2 PHASE I DEMONSTRATION

E.2.1 The Phase I Demonstration Plan/Scope will be developed by the Contractor and will include the amount and level of verification best suited to demonstrate successful meeting of the requirements within the allotted timeframe (see F.1).

E.2.2 The Phase I demonstration will be performed at a Government facility within the CONUS, the location of which will be determined, and the Contractor shall be notified of said location, at least ninety (90) days prior to the beginning of the demonstration.

E.3 PHASE II AND PHASE III TESTING

E.3.1 There will be Developmental Testing/Operational Testing (DT/OT) performed by the Government during Phase II of the contract.

E.3.2 There will be a Production Verification Test (PVT) performed by the Government during Phase III of the contract.

E.3.3 Test Plans for DT/OT and PVT will be Government generated and will be a product of the Test Integrated Working Group (TIWG) process which will include the Contractor.

E.3.4 The Contractor shall provide technical and parts support for DT/OT and PVT.

*** END OF NARRATIVE E 003 ***

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Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-15	STOP WORK ORDER--(ALTERNATE I dated APR 1984)	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-29	F.O.B. ORIGIN	JUN/1988
F-5	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-6	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-7	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-8	52.211-16	VARIATION IN QUANTITY	APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

 ZERO percent increase; and
 ZERO percent decrease.

(c) This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

[End of Clause]

F-9	52.247-60	GUARANTEED SHIPPING CHARACTERISTICS	DEC/1989
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(a) The offeror is requested to complete subparagraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

- (i) Type of "Outer" container: Wood Box _____, Fiber Box _____, Barrel _____, Reel _____, Drum _____, Other (Specify) _____
- (ii) Shipping configuration: Knocked-down _____, Set-up _____, Nested _____, Other (specify) _____;
- (iii) Size of outer container: _____ inches (Length), x _____ inches (Width), x _____ inches (Height) = _____ Cubic FT;
- (iv) Number of items per outer container _____ Each;
- (v) Gross weight of outer container and contents _____ LBS
- (vi) Palletized/skidded _____ Yes _____ No;
- (vii) Number of outer containers per pallet/skid _____;
- (viii) Weight of empty pallet bottom/skid and sides _____ LBS;
- (ix) Size of pallet/skid and contents _____ LBS Cube _____;
- (x) Number of outer containers or pallets/skids per railcar _____ * --
Size of railcar _____
Type of railcar _____

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- (xi) Number of outer containers or pallets/skids per trailer _____ *--
- Size of trailer _____
- Type of trailer _____

*Number of complete units (contract line item) to be shipped in carrier's equipment.

- (2) To be completed by the Government after evaluation but before contract award:

- (i) Rate used in evaluation _____;
- (ii) Tender/Tariff _____;
- (iii) Item _____;

The guaranteed shipping characteristics requested in subparagraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

[End of FAR Clause]

The following information is provided as guidance in filling out the above clause by paragraph. Note: Disregard asterisk (*) in the clause where it appears.

- (a)(1)(i) Type of container (mandatory fill-in):

The type of container is defined as an overpack. This is an outer container usually made of steel, wood, or fiber designed to enclose and protect one or more less durable inner containers. When Other is selected you must also complete (a)(1)(ii) Shipping configuration.

- (a)(1)(ii) Shipping configuration:

Complete this information when any one dimension of the item is reduced.

- (a)(1)(iii) Size of container (mandatory fill-in):

Outer dimensions of the overpack or other described shipping configuration. Must be provided in inches. The cube shall be provided in cubic feet. The cube is defined as the volume of space occupied by the unit under consideration computed by multiplying overall exterior length, width, and height.

- (a)(1)(iv) Number of items per container (mandatory fill-in):

The number of units of issue in the overpack or in the other described shipping configuration.

- (a)(1)(v) Gross weight of container and contents (mandatory fill-in):

The combined mass of the overpack containing the packing material and the number of units of issue supplied in pounds.

- (a)(1)(vi) Palletized/skidded:

Indicate Yes if overpack or other described shipping configuration is attached to pallet or skid to form a unit load for handling.

- (a)(1)(vii) Number of containers per pallet/skid:

Only complete this if you answered Yes to (a)(1)(vi). Containers are the number of overpacks or other described shipping configurations attached to a pallet or skid base.

- (a)(1)(viii) Weight of empty pallet bottom/skid and sides:

Only complete this if you answered Yes to (a)(1)(vi) or when the weight of the container and contents in (a)(1)(v) above does not include this weight.

- (a)(1)(ix) Size of pallet/skid and contents:

Only complete this if you answered Yes to (a)(1)(vi). Indicate weight in pounds and cube in cubic feet of combined overpack or other described shipping configuration and attached pallet or skid. The cube is defined as the volume of space occupied by the unit under consideration computed by multiplying overall exterior length, width, and height.

- (a)(1)(x) Number of containers or pallets/skids per railcar:

Only complete this if you have rail capability and the rail car may be fully utilized. Quantity of overpacks or other described shipping configurations that will fit in a fully utilized railcar. Specify length in feet and type (flat, box, gondola, etc.) of railcar.

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(a)(1)(xi) Number of containers or pallets/skids per trailer (mandatory fill-in): Quantity of overpacks or other described shipping configurations that will fit in a fully utilized trailer. Specify length in feet and type (flatbed, van, etc.) of trailer. For import/export shipments in ISO/seavan containers indicate quantity of overpacks or other described shipping configurations fully utilizing the container. Specify length in feet of the ISO/seavan containers.

NOTE: Fully Utilized means filling to full visible capacity.

[End of Clause]

F.1 Performance Completion Schedule

F.1.1 Phase I Performance

CLIN	Performance Completion Requirement
0001AA	210 days after date of contract award
0002AA	Complete when the performance requirements of contract paragraph C.1.1.5 are met

F.1.2 Phase II Performance

CLIN	Performance Completion Requirement
0003AA	Complete when the performance requirements of contract paragraph C.1.2.6 are met
0004AA	Same as for CLIN 0003AA
0005AA	Same as for CLIN 0003AA

F.1.3 Phase III Performance

CLIN	Performance Completion Requirement
1001AA	See LAV-C2 Upgrade Production Delivery Schedule below (1st year)
1001AB	To be determined after completion of Equipment Damage and Refurbishment Report (CDRL A012)
1002AA	In conjunction with delivery of 13th production vehicle (3rd production from 2nd Year Production Option)
2001AA	See LAV-C2 Upgrade Production Delivery Schedule below (2nd year)
2002AA	90 days after completion of PVT
2003AA	90 days after final vehicle delivery
3001AA	See LAV-C2 Upgrade Production Delivery Schedule below (3rd year)
3002AA	90 days after final vehicle delivery

Planned LAV-C2A1 Vehicle Delivery Schedule to the Contractor

Months after Option Exercise	1	2	3	4	5	6	7	8	9	10	11	12	Total
1st Year Production Option	1	2	2	2	2	1							10
2nd Year Production Option	1	2	2	2	2	2	2	2	2				17
3rd Year Production Option	2	2	2	2	2	2	2	2	2	1			19

Notional LAV-C2A2 Upgrade Production Schedule

	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
1st Year Production Option	2008				1	2	2	2	2	1				10
2nd Year Production Option	2008										1	2	2	5
2nd Year Production Option	2009	2	2	2	2	2	2							12
3rd Year Production Option	2009							2	2	2	2	2	2	12
3rd Year Production Option	2010	2	2	2	1									7
TOTAL														46

F.2 Definitions

F.2.1 CLIN means Contract Line Item Number, and refers to the contract items listed in Section B of this document.

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F.2.2 Delivery is defined as follows:

(a) FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual contract; or

(b) FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual contract. The Contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the contract, to ensure that the item reaches its destination by the time reflected in the contract.

*** END OF NARRATIVE F 002 ***

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SECTION G - CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	JAN/2004
G-2	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991

(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

G-3	52.227-4004 (TACOM)	RELEASE OF INFORMATION	OCT/2003
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The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Oct 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at http://www.usapa.army.mil/pdffiles/r360_1.pdf .

[End of clause]

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	52.232-16	PROGRESS PAYMENTS	APR/2003
H-2	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
H-3	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
H-4	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-5	252.211-7000	ACQUISITION STREAMLINING	DEC/1991
H-6	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-7	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
H-8	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
H-9	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
H-10	252.225-7013	DUTY-FREE ENTRY	JAN/2004
H-11	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
H-12	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-13	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
H-14	252.235-7011	FINAL SCIENTIFIC OR TECHNICAL REPORT	NOV/2004
H-15	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
H-16	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
H-17	252.246-7001	WARRANTY OF DATA	DEC/1991
H-18	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/1996
H-19	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003

(a) The offeror shall submit a Report of Contract Performance Outside the United States, with its offer, if-

(1) The offer exceeds \$10 million in value; and

(2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that-

(i) Exceeds \$500,000 in value; and

(ii) Could be performed inside the United States or Canada.

(b) Information to be reported includes that for-

(1) Subcontracts;

(2) Purchases; and

(3) Intracompany transfers when transfers originate in a foreign location.

(c) The offeror shall submit the report using-

(1) DD Form 2139, Report of Contract Performance Outside the United States; or

(2) A computer-generated report that contains all information required by DD Form 2139.

(d) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer.

[End of Clause]

H-20	AFARS 5152.217-7031	CONTRACTOR DEPLOYMENT ON MILITARY OPERATIONS	MAY/2002
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(a) Definitions.

As used in this Clause

(1) Theater Support Contractors. Provides support to deployed operational forces pursuant to contracts arranged within the mission area of responsibility, or prearranged contracts through Host Nation (HN) and/or regional businesses and vendors. Contracting personnel deployed with the deployed force, working under the contracting authority of the theater or Joint Task Force (JTF) contracting chief, normally award and administers these contracts. Theater support contractors provide goods, services, and minor construction, usually from the local vendor base.

(2) External Support Contractors. Provides support for deployed operational forces working pursuant to contracts awarded under the

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command and procurement authority of supporting headquarters outside the theater. These may be US or third country businesses and vendors. These contracts are usually prearranged, but may be contracts awarded or modified during the mission based on the commanders' needs. Examples include the Army's Logistics Civil Augmentation Program (LOGCAP), the Air Force Civil Augmentation Program (AFCAP), the Navy's Construction Capability (CONCAP), United States Transportation Command (USTRANSCOM) provision of Civil Reserve Air Fleet (CRAF), and war reserve materiel (WRM) contracts.

(3) System Contractors. Logistical support deployed with operational forces under prearranged contracts awarded by Service program managers or by Military Service component logistics commands. They support specific systems throughout their system's life cycle (including spare parts and maintenance), during peacetime, conflict, and war.

(4) Military Operations. The full spectrum of armed conflict and military operations other than war (MOOTW), both domestic and overseas, as directed by appropriate authority.

(b) General.

(1) This general guidance addresses the deployment of systems contractor personnel, , and AMC external support contractor personnel, into a theater of operations in support of a contingency or exercise.

(2) The general guidance provided by this provision is not all-inclusive nor are all items required for all situations. Each contingency will evolve differently depending upon the theater commanders guidance impact on the deployment. The Contracting Officer may tailor these provisions as appropriate for individual contracts or task orders. The provisions of this clause shall apply unless tailored by the Contracting Officer. The contractor is obligated to request any specific information needed at the time of deployment from the contracting officer.

(c) Management.

(1) When the performance of the contract requires the contractor to deploy personnel in support of a contingency, the contractor shall ensure that all personnel hired by or for the contractor (including subcontractors) will comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DOD civilians as issued by the Theater Commander or his/her representative. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection, and safety, unless directed otherwise in the contract document.

(2) The contractor shall comply, and shall ensure that all deployed prime contract employees, subcontractor employees, invitees and agents comply with pertinent Service and Department of Defense directives, policies, and procedures, as well as federal statutes, judicial interpretations and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. Host Nation laws and existing Status of Forces Agreements may take precedence over contract requirements. The contracting officer will resolve disputes. The contractor shall provide the contracting officer copies, if requested, of any documents relating to the dispute.

(3) The contractor shall at all times be responsible for the conduct of its employees and those of its subcontractors and invitees.

(4) The Contractor shall promptly resolve, to the satisfaction of the contracting officer, all contractor employee performance and conduct problems identified by the cognizant contracting officer or his/her designated representative.

(5) The contracting officer may direct the contractor, at the contractor's expense, to remove or replace any contractor employee failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.

(d) Logistics Support Element. The contractor and contractor employees shall report into the Army Materiel Command Logistics Support Element (AMC LSE) and provide necessary information to the AMC LSE on the contractor's deployment and activities in the area of operation (AOR) to facilitate the AMC LSE logistics integration function. Initial contact and coordination with the AMC LSE shall be conducted prior to deployment into the theater. Similar coordination and reporting to the AMC LSE shall occur prior to exiting the area of operation. Any additional coordination requirements with the AMC LSE shall be as defined by the Contracting Officer or Contracting Officer Representative (COR).

(e) Risk Assessment and Mitigation.

(1) The contractor will brief its employees regarding the potential danger, stress, physical hardships and field living conditions.

(2) The contractor will require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.

(3) The contractor will ensure that all deployable employees are medically and physically fit to endure the rigors of deployment in support of a military operation. If an employee is unable to perform, the contractor must replace the employee.

(4) If a contractor employee departs an area of operations without permission, the contractor will ensure continued performance in accordance with the terms and conditions of the contract. If the contractor replaces an employee who departs without permission, the replacement is at contractor expense and must be complete within 72 hours, unless otherwise directed by the contracting officer.

(5) The contractor will designate and provide contact information for a point of contact and back up for all its plans and operations and, if necessary, establish an operations center to plan and control the contractor deployment process and resolve operations issues with the deployed force.

(6) As required by the operational situation, the government may at its discretion relocate contractor personnel (who are citizens of the United States, aliens in resident in the United States or third country nationals, not resident in the host nation) to a safe area or evacuate them from the area of operations. The U.S. State Department has responsibility for evacuation of non-essential personnel.

(f) Force Protection. While performing duties in accordance with (IAW) the terms and conditions of the contract, the Service Theater Commander will provide force protection to contractor employees commensurate with that given to Service/Agency (e.g. Army, Navy, Air Force, Marine Corps, DLA) civilians in the operations area unless otherwise stated in the contract.

(g) Central Processing and Departure Point.

(1) For any contractor employee determined by the government at the deployment-processing site to be non-deployable for debilitating health problems or failure to have a security clearance when one is required, the contractor shall promptly remedy the problem. If the problem cannot be remedied in time for deployment, a replacement having equivalent qualifications and skills shall be provided in time for scheduled deployment.

(2) The contractor shall ensure that all deploying employees receive all required mission training and successfully complete the

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training.

(3) The government, when applicable, will provide the contractor employees with Chemical, Biological, Nuclear, Radiological and High Yield Explosive (CBRNE) equipment. CBRNE familiarization training commensurate with the training provided to Department of Defense civilian employees.

(4) The contractor, when permitted by the Government, will have the flexibility to deploy its own employees. If authorization to deploy its own employees is provided, the contractor is responsible to ensure all deployment requirements are met, and shall ensure they have coordinated all deployment requirements with the Contracting Officer and the appropriate AMC LSE.

(h) Standard Identification Cards.

(1) The contracting officer or designee shall identify to the contractor all identification cards and tags required for deployment.

(2) The contracting officer or designee shall issue or shall inform the contractor where the identification cards and tags are to be issued.

(3) The contracting officer or designee shall coordinate for issuance of required identification cards and tags for all contractor employees not processing through a CONUS Replacement Center.

(4) The contractor shall ensure that all deploying individuals have the required identification tags and cards prior to deployment.

(5) Upon redeployment, the contractor will ensure that all issued controlled identification cards and tags are returned to the government.

(6) Upon arrival in theater contractor personnel may be required to obtain additional locally required identification cards. The government representative who has cognizance for these contractor personnel in theater will assist in the coordination of the issuance of these identification cards to contractor personnel.

(i) Medical.

(1) The contracting officer shall provide the contractor with all physical and medical requirements and standards necessary for deployment.

(2) The contractor shall be responsible for providing employees who meet the physical standards and medical requirements for job performance in the designated theater of operations.

(3) The government may require medical screening at the CONUS Replacement Center for Food and Drug Administration approved immunizations, which may include DNA sampling.

(4) For any deployed contractor employee determined by the government to be medically unfit, the contractor shall promptly remedy the problem. If the problem cannot be remedied, a replacement having equivalent qualifications and skills shall be provided as determined by the contracting officer.

(5) The government at its discretion may provide to contractor employees deployed in the theater of operations, on a cost reimbursable basis, emergency medical and dental care commensurate with the care provided to Department of Defense civilians deployed in the theater of operations. This is subject to the availability of such medical and dental care. The providing of such care does not include local nationals under normal circumstances.

(6) Deploying civilian contractor personnel shall carry with them a minimum of a 90-day supply of any medication they require.

(j) Clothing and Equipment Issue.

(1) Contractor personnel accompanying the force are not authorized to wear military clothing, except for specific items required for safety and security. An individuals status as a contractor employee shall be conspicuously displayed on their clothing unless prohibited for operational reasons.

(2) If required, the government at its discretion may provide to the contractor all required military unique Organizational Clothing and Individual Equipment (OCIE). (Types of OCIE may include Nuclear, Biological, Chemical, Radiological, and High yield Explosive Equipment).

(3) Upon receipt of OCIE, the contractor shall assume responsibility and accountability for these items.

(4) The contractor or contractor employee shall sign for all issued OCIE, thus acknowledging receipt and acceptance of responsibility for the proper maintenance and accountability of issued organizational clothing and individual equipment.

(5) The contractor shall ensure that all OCIE are returned to the government, along with all pertinent documentation demonstrating the return of issued OCIE to government control.

(6) The contracting officer will require the contractor to reimburse the government for OCIE lost or damaged due to contractor negligence.

(k) Weapons and Training.

(1) Whether contractor personnel will be permitted to carry a government furnished weapon for self-defense purposes in the Area of Operations (AO) is at the discretion of the Theater Commander. However, Contractor personnel will not possess personally owned firearms in the AO. The government may at its discretion issue weapons and ammunition for self-defense to the contractor employees. Acceptance of weapons by contractor employees is at the discretion of the contractor and the contractor employees. If accepted the contractor will maintain a listing of employees possessing a government firearm and provide notification to the Contracting Officer. When accepted, the contractor employee is responsible for using the weapon in accordance with the rules of engagement issued by the Theater Commander. The contractor employee is legally liable for any use that is not in accordance with host nation law, international law, and the rules of engagement. Also, when accepted, only military issued ammunition may be used in the weapons.

(2) Prior to issuing any weapons to contractor employees, the government will provide the contractor employees with weapons familiarization training commensurate to training provided to Department of Defense civilian employees. The contractor shall not issue weapons to employees who have not had proper training.

(3) The contractor shall ensure that its employees adhere to all guidance and orders issued by the Theater Commander or his/her representative regarding possession, use, safety, and accountability of weapons and ammunition, and shall comply with all related DOD regulations.

(4) Upon redeployment or notification by the government, the contractor shall ensure that all government issued weapons and ammunition are returned to government control.

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(5) Contractors will screen employees, and subcontractors, to ensure that employees may be issued a weapon in accordance with U.S. and applicable host nation laws. Evidence of screening will be presented to the contracting officer.

(1) Vehicle and Equipment Operation.

(1) The contractor shall ensure that deployed employees possess the required civilian licenses to operate the equipment necessary to perform the contract in the theater of operations in accordance with the statement of work.

(2) Before operating any military owned or leased equipment, the contractor employee shall provide proof of license (issued by an appropriate governmental authority) to the unit or agency issuing the equipment.

(3) The government, at its discretion, may train and license contractor employees to operate military owned or leased equipment.

(4) All contractor owned motor vehicles shall meet required vehicle requirements within the AOR and be maintained in a safe operating condition and good appearance. All contractor owned motor vehicles used for transporting Government property shall be properly equipped and designed to ensure protection of the property. All contractor owned motor vehicles may, at the PCO direction, be required to conspicuously display the contractor's logo and/or name on both sides of the vehicle.

(m) Passports, Visas and Customs.

(1) The contractor is responsible for obtaining all passports, visas, or other documents necessary for contractor employees to enter and/or exit any area(s).

(2) Depending on the Status of Forces Agreement (SOFA) or other international agreements, all contractor employees may be subject to the customs, processing procedures, laws, agreements and duties of the country in which they are deploying to and the procedures, laws, and duties of the United States upon re-entry. Contractor shall verify and comply with all requirements.

(3) Contractors are required to register all personnel with the appropriate U.S. Embassy or Consulate.

(n) Reception, Staging, Onward Movement and Integration.

(1) Upon arrival in the area of operations, contractor employees will receive Reception, Staging, Onward movement and Integration, as directed by the contracting officer or his/her designated representative, the AMC-Forward, or Theater Commander.

(2) The contractor should be prepared to move material and equipment using U.S. government transportation and comply with applicable transportation regulations, such as MILSTAMP for safety, packaging, and tie-down.

(o) Living under Field Conditions. The government at its discretion may provide to contractor employees deployed in the theater of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to government employees and military personnel in the theater of operations, unless otherwise specified in the contract.

(p) Morale, Welfare, Recreation. The government will, when approved by the installation or Theater Commander and consistent with the authorization, terms and conditions specified elsewhere in the contract, provide to contractor employees deployed in the theater of operations; morale, welfare, and recreation services commensurate with that provided to Department of Defense civilians and military personnel deployed in the theater of operations. Some of these services may be limited to U.S. personnel only.

(q) Status of Forces Agreement and other Laws.

(1) Notwithstanding any provisions to the contrary, the contractor shall adhere to all relevant provisions of the applicable Status of Forces Agreements (SOFA) and other similarly related agreements, and all applicable laws.

(2) The contractor is responsible for documenting technical expert status (for Germany) as required. The contractor shall coordinate with the German Labor Office prior to deployment to or traversing Germany.

(3) The contractor is responsible for providing the government with the required documentation to acquire invited contractor or technical expert status, if required by SOFA.

(r) Pay. In the event the contractor must pay additional compensation above that contemplated under the contract, to retain or obtain personnel to perform in a theater of operations during a declared contingency, the contractor must obtain prior approval from the Procuring Contracting Officer (PCO) before incurring any additional compensation costs. The contractor shall furnish proper data to the PCO to substantiate any adjustment to the contract.

(s) Tour of Duty/ Hours of Work.

(1) The contracting officer shall provide the contractor with the anticipated duration of the deployment.

(2) The contractor may rotate contractor employees into and out of the theater provided there is no degradation in mission results. For employees who have deployed less than 179 days, the contractor may rotate personnel at his own expense, for employees who have deployed greater than 179 days may be rotated as an allowable cost under the contract. The contractor will coordinate personnel changes with the contracting officer.

(3) The contracting officer shall provide the contractor with anticipated work schedule.

(4) The contractor shall comply with all duty hours and tours of duty identified by the contracting officer or his/her designated representative.

(5) The contracting officer, or his/her designated representative, may modify the work schedule to ensure the government's ability to continue to execute its mission.

(t) On-Call Duty or Extended Hours.

(1) The contractor shall be available to work extended hours to perform mission essential tasks as directed by the contracting officer.

(2) The contractor shall be available to work "on-call" to perform mission essential tasks as directed by the contracting officer.

(3) The contracting officer, or his/her designated representative, will identify the parameters of "on-call" duty.

(4) If appropriate, the contracting officer may negotiate an equitable adjustment to the contract.

(u) Workman's Compensation, Health and Life Insurance. The contractor shall ensure that workers compensation insurance under the Defense Base Act is consistent with FAR clauses 52.228-3 and 52.228-4. The contractor shall ensure that health and life insurance benefits provided to its deploying employees are in effect in the theater of operations.

(v) Next of Kin Notification. Before deployment, the contractor shall ensure that each contractor employee completes a DD Form 93, Record of Emergency Data Card, and returns the completed form to the designated government official.

(w) Return Procedures.

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(1) Upon notification to the contractor of redeployment, the contracting officer at his/her discretion may authorize contractor employee travel from the theater of operations to the designated CONUS Replacement Center (CRC) or individual redeployment site.

(2) The contractor shall ensure that all government-issued clothing and equipment provided to the contractor or the contractor's employees are returned to government control upon completion of the deployment.

(3) The contractor shall provide the contracting officer with documentation, annotated by the receiving government official, of all clothing and equipment returns.

(x) Purchasing Resources. When the Theater Commander establishes a Commander-in-Chief Logistics Procurement Support Board (CLPSB), Joint Acquisition Review Board, or similar purchase review committee, the contractor will be required to coordinate purchases of items or labor designated as limited in the Theater of Operations. The Contractor shall not purchase any local procured item until the contractors have reviewed the Contracting Support Plan (CSP) issued by the Theater PARC for items that are restricted by the Theater Commander for mission success.

(y) Special Legal. Public Law 106-523. Military Extraterritorial Jurisdiction Act of 2000: Amended Title 18, US Code, to establish Federal Jurisdiction over certain criminal offenses committed outside the United States by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes applies to contractor employees deployed OCONUS.

(z) Security and Background Checks. The Contractor shall ensure all applicable security and backgrounds are performed on all personnel (to include subcontractor personnel) in support of this contract.

(End of Clause)

H-21 52.204-4005 REQUIRED USE OF ELECTRONIC CONTRACTING SEP/2004

H-22 52.216-4008 STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS JUN/1989
(TACOM)

(a) The Contractor shall review the funding as it relates to work performed on the cost-reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO), and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON), unless requested otherwise by the PCO.

(b) This report may be requested in writing by the PCO on additional occasions during the course of performance of work on cost-reimbursable CLINs contained in this contract. On such occasions, the written report shall be provided to the PCO within 14 days of Contractor receipt of the written request.

(End of clause)

H-23 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 JAN/2002
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address: DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-5527 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]

SECTION H - SPECIAL PROVISIONS

H.1 Phase II Design Finalization and Test

H.1.1 LAV-C2 Upgrade Design Finalization Option (CLIN 0003AA), ILS Development (CLIN 0004AA), and. DT/OT Support (CLIN 0005AA) The

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option prices for delivery/performance are identified in the appropriate CLINs.

H.1.2 Option Exercise. The Government shall have the right to exercise the options by a unilateral modification(s) within the option exercise period. Options may be exercised in increments up to the option total.

H.2 Phase III, LAV-C2 Upgrade Production and Deployment and Training Options.
Phase III prices to be submitted with the initial proposal are budgetary estimates only. These estimates will be converted into firm fixed prices when call for improvements are requested at the end of Phase I. The narrative pertaining to phase III pricing (below) will apply upon incorporation of firm fixed prices for Phase III activities.

H.2.1 LAV-C2 Upgrade Deliveries Options (CLINs 1001AA, 2001AA, and 3001AA). The option prices for deliveries are identified in the appropriate CLINs. The estimated exercise windows for these options are as follows:

Fiscal Year	Option Exercise Period
2007	Within 180 days after Milestone Decision Authority approval
2008	01 Oct 07 - 30 Sep 08
2009	01 Oct 08 - 30 Sep 09

H.2.1.1 The production option estimated prices include all costs (Contractor and subcontractor labor and material, burdens, profit, escalation, travel, per diem, transportation, etc.) associated with delivering the LAV-C2 Upgraded vehicles for Government acceptance. The option price(s) shall be based on the configuration tested by the Government during DT and OT, with modifications as required to correct test deficiencies IAW the Correction of Deficiencies (COD) provision. If the Government directs a change to the configuration by an ECP, then such changes may be cause for equitable adjustment to the price(s).

H.2.2 LAV-C2 Upgrade ILS Completion (CLIN 1002AA). The option price for delivery is identified in CLIN 1002AA. The option exercise period is within 180 days after Milestone Decision Authority approval.

H.2.3 Training Options (CLINs 2003AA and 3002AA). The option prices for training are identified in the appropriate CLINs. The exercise windows for these options are as follows:

Fiscal Year	Option Exercise Period
2007	Within 180 days after Milestone Decision Authority approval
2008	1 Oct 07 - 30 Sep 08
2009	1 Oct 08 - 30 Sep 09

H.2.4 Options for Phase III Production Verification Test (PVT) Support (CLIN 2002AA). The option prices for Phase III PVT test support are identified in the appropriate CLIN. [This option shall be exercised within the following window: 01 Oct 07 - 30 Sep 08]. The Government shall have the right to exercise this option CLIN by a unilateral modification within the option exercise period.

*** END OF NARRATIVE H 002 ***

H.3 REOPENER CLAUSE FOR SELECTION OF CONTRACTOR FOR PHASE II AND PHASE III.

H.3.1 Approximately seven months after contract award, the Government will issue Call for Improvements (CFIs) in order to support the downselect to a single Contractor for Phase II and Phase III.

H.3.2 Contractors will be provided an opportunity to update the Phase II plan and cost estimates.

H.3.3 Contractors will be required to propose firm-fixed-prices for Phase III production and deployment, and will be provided an opportunity to update the Phase III plan.

H.3.4 Instructions for preparation and submittal of the response to the CFI will be contained in the CFI.

H.3.5 Evaluation criteria for downselect and their relative importance are as set forth in paragraph M.6 of Request for Proposal W56HZV-04-R-0325.

H.3.6 The Government reserves the right to exercise the Phase II options without change until such time that the Government issues the call for improvements referenced in H.3.1.

H.3.7 The Government reserves the right to exercise Phase II options to all Phase I Contractors.

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*** END OF NARRATIVE H 003 ***

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-9	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-10	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-11	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN/2005
I-12	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-16	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-17	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-18	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2004
I-19	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-20	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-21	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-22	52.216-8	FIXED FEE	MAR/1997
I-23	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-24	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-25	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-26	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-27	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	SEP/2000
I-28	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	JUN/2004
I-29	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-30	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-31	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-32	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-33	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-34	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-35	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-36	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-37	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JAN/2004
I-38	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-39	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-40	52.227-1	AUTHORIZATION AND CONSENT (ALTERNATE I dated April 1984)	JUL/1995
I-41	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-42	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-43	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-44	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-45	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-46	52.232-1	PAYMENTS	APR/1984
I-47	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-48	52.232-11	EXTRAS	APR/1984
I-49	52.232-17	INTEREST	JUN/1996

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I-50	52.232-20	LIMITATION OF COST	APR/1984
I-51	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-52	52.232-25	PROMPT PAYMENT	OCT/2003
I-53	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-54	52.233-1	DISPUTES	JUL/2002
I-55	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-56	52.233-3	PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985)	AUG/1996
I-57	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-58	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-59	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-60	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003
I-61	52.242-13	BANKRUPTCY	JUL/1995
I-62	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-63	52.243-2	CHANGES--COST-REIMBURSEMENT	AUG/1987
I-64	52.243-2	CHANGES--COST-REIMBURSEMENT (ALTERNATE V, dated April 1984))	AUG/1987
I-65	52.243-6	CHANGE ORDER ACCOUNTING	APR/1984
I-66	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-67	52.244-2	SUBCONTRACTS (ALT I--AUG 1998)	AUG/1998
I-68	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-69	52.245-2	GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)	MAY/2004
I-70	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99)	MAY/2004
I-71	52.245-19	GOVERNMENT PROPERTY FURNISHED AS-IS	APR/1984
I-72	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-73	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	FEB/1997
I-74	52.248-1	VALUE ENGINEERING	FEB/2000
I-75	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY/2004
I-76	52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY/2004
I-77	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-78	52.249-14	EXCUSABLE DELAYS	APR/1984
I-79	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-80	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	DEC/2004
I-81	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-82	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-83	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-84	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
I-85	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-86	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-87	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2004
I-88	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	APR/2003
I-89	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	MAY/2004
I-90	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	APR/2003
I-91	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
I-92	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP/2001
I-93	252.227-7013	RIGHTS IN TECHNICAL DATA --NONCOMMERCIAL ITEMS	NOV/1995
I-94	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-95	252.242-7005	COST/SCHEDULE STATUS REPORT	MAR/1998
I-96	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-97	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-98	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-99	252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-100	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS ````(ALTERNATE III (OCT 1997))	OCT/1997

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(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts of subcontracts for commercial items.

(A) If--

- (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and
- (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

- (1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price or recent sales in quantities similar to the proposed quantities.
- (2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
- (3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: Electronic spreadsheet files compatible with MS-DOS/Windows versions Excel 5.0 or earlier, with *.xls, *.wbl, or *.wk3 the preferred formats.

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[End of Clause]

I-101 52.222-2 PAYMENT FOR OVERTIME PREMIUMS JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 or the overtime premium is paid for work--

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdown of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

I-102 52.204-7 CENTRAL CONTRACTOR REGISTRATION OCT/2003

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
- (2) The Contractor's CAGE code is in the CCR database; and
- (3) The Government has validated all mandatory data fields and has marked the records "Active."

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

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(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation DUNS or DUNS+4 followed by the DUNS or DUNS+4 number that identifies the offerors name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/> ; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Governments reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(1)

(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business days written notification of its intention to:

- (A) Change the name in the CCR database;
- (B) Comply with the requirements of Subpart 42.12 of the FAR;
- (C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.
The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement,

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the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractors CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of payment paragraph of the EFT clause of this contract.

(g) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

[End of Clause]

I-103 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

(a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert None)	Identification No.
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Governments rights in data furnished under this contract with respect to hazardous material are as follows:

- (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--
 - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
 - (ii) Obtain medical treatment for those affected by the material; and
 - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
- (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause,

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in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

[End of Clause]

I-104 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-105 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS DEC/2004

(a) Definitions. As used in this clause--

(1) "Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this

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contract.

[End of Clause]

I-106 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-107 252.204-7004 ALTERNATE A NOV/2003

As prescribed in 204.1104, substitute the following paragraph (a) for paragraph (a) of the clause at FAR 52.204-7:

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;
- (2) The Contractor's CAGE code is in the CCR database; and
- (3) The Government has validated all mandatory data fields and has marked the records "Active."

[End of Clause]

I-108 252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS APR/2003

Hand or measuring tools delivered under this contract shall be produced in the United States or its possessions.

(End of clause)

I-109 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA MAY/2002

(a) Definitions. As used in this clause--

- (1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture,

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fabrication, or assembly by the Contractor or any subcontractor.

- (2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
 - (3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.
 - (4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
 - (5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.
 - (6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
 - (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
 - (ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
 - (7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
- (b)
- (1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
 - (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-
 - (i) This contract is a construction contract; or
 - (ii) The supplies being transported are-
 - (A) Noncommercial items; or
 - (B) Commercial items that-
 - (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
 - (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
 - (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--
- (1) U.S.-flag vessels are not available for timely shipment;
 - (2) The freight charges are inordinately excessive or unreasonable; or
 - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

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- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM	CONTRACT		
DESCRIPTION	LINE ITEMS	QUANTITY	TOTAL

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

- (1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that

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exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-110	52.204-4009 (TACOM)	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
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(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

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SECTION J - LIST OF ATTACHMENTS

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL)			
Attachment 001	LAV-C2 UPGRADE SYSTEM REQUIREMENTS DOCUMENT (SRD)			
Attachment 002	GOVERNMENT FURNISHED MATERIAL / EQUIPMENT / PROPERTY / INFORMATION			
Attachment 003	USMC MAINTENANCE CONCEPT/MOS			
Attachment 004	PREVENTATIVE MAINTENANCE CHECKS AND SERVICES (PMCS)			
Attachment 005	TECHNICAL MANUAL CONTRACT REQUIREMENT (TMCR)			
Attachment 006	RESERVED			

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
K-2	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	SEP/2004
K-3	252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-4 (a)	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS (Alternate I dated APR 2002)	MAY/2004

(1) The North American Industry Classification System (NAICS) code for this acquisition is 811213

(2) The small business size standard is \$6M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it [] is, [] is not, a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not, a woman-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not, a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [] is, [] is not, a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that -

(i) It [] is, [] is not, a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not, a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture]: _____

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

- [] Black American.
- [] Hispanic American.
- [] Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- [] Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- [] Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh,

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Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

[] Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

[End of Provision]

K-5 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION APR/1985

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated

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solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above (INSERT FULL NAME OF PERSON(S) IN THE OFFEROR'S ORGANIZATION RESPONSIBLE FOR DETERMINING THE PRICES OFFERED IN THIS BID OR PROPOSAL, AND THE TITLE OF HIS OR HER POSITION IN THE OFFEROR'S ORGANIZATION);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

[End of Provision]

K-6	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
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(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement:

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer: and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

[End of Provision]

K-7	52.204-3	TAXPAYER IDENTIFICATION	OCT/1998
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(a) Definitions.

(1) Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of

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corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

(2) Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[] TIN: _____

[] TIN has been applied for.

[] TIN is not required because:

[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[] Offeror is an agency or instrumentality of a foreign government;

[] Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

[] Sole proprietorship;

[] Partnership;

[] Corporate entity (not tax-exempt);

[] Corporate entity (tax-exempt);

[] Government entity (Federal, State, or local);

[] Foreign government;

[] International organization per 26 CFR 1.6049-4;

[] Other:

(f) Common parent.

[] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[] Name and TIN of common parent:

Name: _____

TIN: _____

[End of Provision]

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one

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or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation. The offeror represents that it [] is a women-owned business concern.

[End of Provision]

K-9 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER OCT/2003

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

[End of Provision]

K-10 52.207-4 ECONOMIC PURCHASE QUANTITY -- SUPPLIES AUG/1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals, or quotations are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>
<hr/>	<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>	<hr/>

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(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

[End of Provision]

K-11	52.209-5	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS	DEC/2001
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(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) ☐ are
☐ are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) ☐ have
☐ have not

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) ☐ are
☐ are not

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror

☐ has
☐ has not

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

[End of Provision]

K-12 52.215-6 PLACE OF PERFORMANCE OCT/1997

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,

- [] intends
[] does not intend

(Check applicable block)

to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks intends in paragraph (a) of this provision, it shall insert in following spaces the required information:

Place of Performance (Street
Address, City, County, State,
ZIP code)

Name and Address of Owner and
Operator of the Plant or Facility if
Other than Offeror or Respondent.

_____	_____
_____	_____
_____	_____

[End of Provision]

K-13 52.219-2 EQUAL LOW BIDS OCT/1995

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

[End of Provision]

K-14 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999

The offeror represents that--

- (a) It [] has
[] has not

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participated in a previous contract or subcontract subject either to the EQUAL OPPORTUNITY clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114:

- (b) It ☐ has
☐ has not

filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

[End of Provision]

K-15 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984

The offeror represents that

- (a) It ☐ has developed and has on file,
☐ has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

[End of Provision]

K-16 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING AUG/2003

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that-

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

(The offeror is to check each block that is applicable.)

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

- (A) Major group code 10 (except 1011, 1081, and 1094.
- (B) Major group code 12 (except 1241).
- (C) Major group codes 20 through 39.
- (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of

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enerating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

- [] (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

[End of Provision]

K-17 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION JUN/2000

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III. Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract. If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

[] (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.
(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

[] (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are

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consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

- [] (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

- [] (4) Certificate of Interim Exemption. The offeror hereby certifies that

- (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and
- (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

- [] yes
[] no

[End of Provision]

K-18 252.223-7001 HAZARD WARNING LABELS

DEC/1991

(a) Hazardous material, as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labelling requirements of one of the following statutes:

Name of Offeror or Contractor:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labelled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert <u>None</u> .)	ACT
_____	_____
_____	_____
_____	_____

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

[End of Provision]

K-19 252.225-7000 BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE APR/2003

(a) Definitions. "Domestic end product," "foreign end product," "qualifying country," and "qualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government-

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that-

- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number	Country of Origin
_____	_____
_____	_____

(3) The following end products are other foreign end products:

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Line Item Number Country of Origin (If known)

[End of Provision]

K-20 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it--

[] Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

[] Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

[End of Provision]

K-21 52.204-4007 OFFEROR'S DATAFAX NUMBER, E-MAIL ADDRESS, AND CAGE CODE MAR/2001
(TACOM)

(a) If you have a data fax number, please provide it below.

(b) If you have a company Internet address that we can use in the future when sending out electronic notices and possibly solicitations, please provide the complete e-mail address below.

(c) Provide your CAGE (Contractor And Government Entity) code below. If you don't have a CAGE code for your specific company name and address, enter NONE in the space below, and apply to Central Contractor Registration at the following website:
<http://www.ccr2000.com/>

[End of Provision]

K-22 52.215-4005 MINIMUM ACCEPTANCE PERIOD OCT/1985
(TACOM)

(a) Notwithstanding block 12 of Standard Form 33 (the front page of this solicitation) this provision shall govern. ACCEPTANCE PERIOD, as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of offers.

(b) The Government requires a minimum acceptance period of one hundred twenty (120) calendar days.

(c) In the space provided immediately below, offers may specify a longer acceptance period than the Government's minimum requirement.

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The offeror allows the following acceptance period: _____ calendar days.

(d) An offer allowing less than the Government's minimum acceptance period may be rejected.

[End of Provision]

K-23 52.215-4010 AUTHORIZED NEGOTIATORS JAN/1998
(TACOM)

Please identify, below, the representatives that are authorized to negotiate on your organization's behalf with the Government in connection with this request for proposals or request for information:

PERSONS AUTHORIZED TO NEGOTIATE

<u>NAME</u>	<u>TITLE</u>	<u>TELEPHONE NUMBER</u>
_____	_____	_____
_____	_____	_____

[End of Provision]

K-24 52.223-4002 USE OF CLASS I OZONE-DEPLETING SUBSTANCES (CIODS) DEC/1993
(TACOM)

(a) Definitions.

(1) Class I Ozone-Depleting Substances (CIODS) refers to the class of substances identified in Section 602(a) of the Clean Air Act, (42 U.S.C. 7671a(a)), as reproduced below:

- (i) chlorofluorocarbon-11 (CFC-11)
- (ii) chlorofluorocarbon-12 (CFC-12)
- (iii) chlorofluorocarbon-13 (CFC-13)
- (iv) chlorofluorocarbon-111 (CFC-111)
- (v) chlorofluorocarbon-112 (CFC-112)
- (vi) chlorofluorocarbon-113 (CFC-113)
- (vii) chlorofluorocarbon-114 (CFC-114)
- (viii) chlorofluorocarbon-115 (CFC-115)
- (ix) chlorofluorocarbon-211 (CFC-211)
- (x) chlorofluorocarbon-212 (CFC-212)
- (xi) chlorofluorocarbon-213 (CFC-213)
- (xii) chlorofluorocarbon-214 (CFC-214)
- (xiii) chlorofluorocarbon-215 (CFC-215)
- (xiv) chlorofluorocarbon-216 (CFC-216)
- (xv) chlorofluorocarbon-217 (CFC-217)
- (xvi) halon-1211
- (xvii) halon-1301
- (xviii) halon-2402
- (xix) carbon tetrachloride
- (xx) methyl chloroform
- (xxi) Methyl bromide
- (xxii) hydrobromofluorocarbons (HBFCs)
- (xxiii) All isomers of the substances listed in this paragraph (a)(1) except for 1,1,2-trichloroethane, which is an isomer of methyl chloroform.

(2) Directly requires the use of CIODS means that the Government's specification or technical data package, at any tier, explicitly requires the use of any Class I Ozone-Depleting Substance (CIODS) in performance of the contract.

(3) Indirectly requires the use of CIODS means that the Government's specification or technical data package, while not explicitly requiring the use of any CIODS, does require a feature that you can meet or produce only by the use of CIODS.

(b) Per Section 326 of Public Law 102-484, the Department of Defense cannot award any contract that directly or indirectly requires the use of CIODS unless (i) the use of such substances is essential for contract performance, and (ii) no suitable substitute for the CIODS currently is available.

(c) Before releasing this solicitation, we conducted a best effort review of its technical requirements, standards, and specifications, to see if any contain requirements for CIODS. If we identified any such CIODS requirements, they are identified in subparagraph (d)(1) below.

(1) In addition, to help TACOM meet its obligations under Public Law 102-484, we ask you for input. If you have any special knowledge about any CIODS requirements that our specifications impose, whether directly or indirectly, or if you know about potential substitutes for any CIODS required by our specifications, we would appreciate the information.

(2) It should be understood that you are not obligated to give us the information requested by this provision, and that we cannot provide any separate or special payment for doing so. However, we are asking only for information based on knowledge that is readily available to you as a supplier in this industry. We do not expect you to do any review of our specifications more extensive than the one you perform in order to develop your price.

(d) Please summarize your own review of our specification/technical data package, by completing the following:

(1) During our review of the specification or technical data package in this solicitation, we--

☐ have

☐ have not

found any direct requirements to use any CIODS. (If have is checked above, offerors are asked to identify, on the following lines, (i) any specifications and standards not already listed immediately below that directly require the use of CIODS; (ii) the CIODS required by the listed specifications and standards; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>
<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>

(2) Further, in our review of the specification or technical data package in this solicitation, we--

☐ have

☐ have not

found any indirect requirements to use any CIODS. (Offerors who check have above are asked to identify, on the following lines, (i) the specifications and standards for this acquisition that indirectly require the use of CIODS; (ii) the CIODS indirectly required by each listed specification and standard; and (iii) whether any substitutes are known to be available for the listed CIODS.)

<u>Spec/Standard</u>	<u>Required CIODS</u>	<u>Substitute Available?</u>
<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>

(e) Offerors who check have in paragraphs (d)(1) or (2) above also are requested to say whether substitutes are known to be available for any of the CIODS. If an available substitute would perform less well than the CIODS would perform, please let us know what the technical trade-offs are to the extent that you have such information available.

(f) If you checked have in paragraphs (d)(1) or (2) above, and also indicated that substitutes for CIODS are available, we need to know whether use of the suggested substitute would have any effect on your proposed price. If your proposal price for compliance with our current specifications differs from what your price would be if the substitute for CIODS were required, we ask that you let us know what the difference would be in Section B of this solicitation, by giving us two prices or offers:

--One price/offer, labeled with CIODS, will be the offered price in the event that CIODS are used.

--The second price/offer, labeled without CIODS, will be the price offered if substitutes for CIODS are used, and will specify the substitute(s) being proposed for use.

(g) Section 326 of Public Law 102-484 reflects the national and international interest in minimizing the use of CIODS. For this

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reason, TACOM reserves the right to (i) determine the suitability of substitutes for CIODS when such potential substitutes are available; and (ii) change the specification in any contract awarded as a result of this solicitation, to require the use of suitable substitutes in lieu of CIODS.

[End of Provision]

K-25	52.245-4004 (TACOM)	REPRESENTATION OF GOVERNMENT-OWNED PROPERTY FOR POSSIBLE USE	JAN/1991
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The offeror represents that there:

<input type="checkbox"/>	<input type="checkbox"/>	is
<input type="checkbox"/>	<input type="checkbox"/>	is not

Government-owned property in its plant(s), or in the plant(s) of any of its prospective subcontractors, which, assuming authorization for its use,

<input type="checkbox"/>	<input type="checkbox"/>	will
<input type="checkbox"/>	<input type="checkbox"/>	will not
<input type="checkbox"/>	<input type="checkbox"/>	may or may not (not finally determined as of the date of this offer)

be used in the performance of the contract resulting from this solicitation.

NOTE: Offerors checking is AND will or may or may not above must notify the Government representative listed in Block 7 of the SF 33 at least ten days before the date when offers are due under the solicitation, so that the solicitation can be amended to include the appropriate Government property clause(s). If no such notification is given, authorization for the use of such property in this contract may be denied.

[End of Provision]

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Provision]

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	JAN/2004
L-2	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990
L-3	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-4	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
L-5	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (ALTERNATE II) (OCT 1997)	JAN/2004
L-6	52.215-4	NOTICE OF POSSIBLE STANDARDIZATION	APR/1985
L-7	52.215-16	FACILITIES CAPITAL COST OF MONEY	OCT/1997
L-8	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-9	252.209-7003	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	MAR/1998
L-10	52.216-1	TYPE OF CONTRACT	APR/1984

The Government contemplates award of CPFF and FFP type contract resulting from this solicitation.
(End of provision)

L-11	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA	OCT/1997
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- (a) Exceptions from cost or pricing data.
- (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.
- (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
- (ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--
- (A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;
- (B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;
- (C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or

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marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.
(End of provision)

L-12 52.233-2 SERVICE OF PROTEST AUG/1996

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

U.S. Army Tank-automotive and Armaments Command	HQ, Army Materiel Command
ATTN: AMSTA-AQ, Associate Deputy for Contracting	
(Protest Coordinator)	or Office of Command Counsel
Warren, MI 48397-5000	ATTN: AMCCC-PL
	9301 Chapek Road, Rm 2-1SE3401
	Ft. Blvoir, VA 22060
	Facsimile number (703) 806-8866/806-8875

The AMC-Level protest procedures are found at: www.amc.army.mil/amc/command_counsel/protest/protest.html.
If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures.
Telegraphic transmission of protest will not be authorized, unless specifically approved by the PCO.

(b) The copy of any protest shall be received in the U.S. Army Tank-automotive and Armaments Command office designated above within one day of filing a protest with the GAO.

[End of Provision]

L-13 52.233-4001 HQ-AMC LEVEL PROTEST PROCEDURES MAY/2000
(TACOM)

(a) Policy: A protest to an AMC forum is a protest to the agency, within the meaning of FAR 33.103. The HQ, AMC-Level Protest Program is intended to encourage an interested party to seek resolution of its concerns within AMC, rather than filing a protest with the General Accounting Office (GAO), or other external forum.

(b) Agency Protest: An AMC Protest may be filed with either, but not both:

- (1) The contracting officer designated in the solicitation for resolution of protests, or,
- (2) HQ, AMC at the address designated below.

(c) Election of Forum: After an interested party protests an AMC procurement to HQ, AMC and while that protest is pending, the protestor agrees not to file a protest with the GAO, or other external forum. If the protestor has filed a protest with the GAO, or other external forum, HQ, AMC-Level protest procedures may not be used and any protest that has been filed will be dismissed.

(d) Protest Decision Authority: The AMC Command Counsel is designated as the HQ, AMC Protest Decision Authority. In the absence of the Command Counsel, the Deputy Command Counsel is designated as the HQ, AMC Protest Decision Authority.

(e) Time for Filing a Protest: HQ, AMC protest shall be filed in accordance with the timeframes set out in FAR 33.103(e). HQ, AMC Office Hours are 8:00 am--4:30 pm Eastern Time. Time for filing any document expires at 4:30 pm, Eastern Time on the last day on which such filing may be made.

(f) Form of Protest: HQ, AMC protest shall include the protestor's name, address and telephone number, including fax number; the

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solicitation or contract number, identity of the contracting activity and the contracting officer's name; a statement of all legal and factual grounds for protest, including copies of all relevant documents; a request for a ruling; and, a request for relief. All protests must be signed by an authorized representative of the protestor.

(g) Processing of HQ, AMC-Level Protests:

- (1) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Road, Rm 2-1SE3401
Ft. Belvoir, VA 22060

Fax #: (703) 806-8866 or (703) 806-8875

If you have a web browser, you can use the following HTTP to view the complete AMC-level protest procedures:
http://www.amc.army.mil/amc/command_counsel/protest/protest.html

(2) Within 10 working days after the protest is filed, the Contracting Officer, with the assistance of legal counsel, shall file with the HQ, AMC Office of Command Counsel, ATTN: AMCCC-PL, an administrative report responsive to the protest. Reports shall be sent by facsimile, over-night mail or hand-delivered, to ensure timely receipt.

(3) The HQ, AMC Protest Decision Authority will issue a written decision within 20 working days after the filing of the protest.

- (4) The written decision will be binding on the Army Materiel Command and its contracting activities.

(5) For good cause shown, the HQ, AMC Protest Decision Authority may grant extensions of time for filing the administrative report and for the issuance of the written decision. When such an extension is granted, the protestor and all interested parties shall be notified within 1 working day of the decision to grant the extension.

(h) Effect of Protest on Award and Performance:

(1) Protests before award: When a protest is filed with HQ, AMC prior to award, a contract may not be awarded unless authorized by the Assistant Deputy Chief of Staff (ADCS) for Acquisition, Contracting and Production Management, HQ, AMC, in accordance with FAR 33.103(f).

(2) Protests after award: When a protest is filed with HQ, AMC within 10 calendar days after award, or within five calendar days of debriefing for any debriefing that when requested was required by FAR 15.806, the contracting officer shall suspend performance. The HQ, AMC ADCS for Acquisition, Contracting and Production Management may authorize contract performance, notwithstanding the protest, upon a written finding that:

-- contract performance will be in the best interests of the United States; or

-- urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision from the HQ, AMC Protest Decision Authority.

(i) Remedies: The HQ, AMC Protest Decision Authority may grant any one or combination of the following remedies:

- (1) terminate the contract;
- (2) re-compete the requirement;
- (3) issue a new solicitation;
- (4) refrain from exercising options under the contract;
- (5) award a contract consistent with statute and regulation;
- (6) pay appropriate costs as stated in FAR 33.102(b)(2); and
- (7) such other remedies as HQ, AMC Protest Decision Authority determines necessary to correct a defect.

[End of Provision]

Name of Offeror or Contractor:

L-14	52.211-4047	NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL	DEC/2004
	(TACOM)	(NEGOTIATED)	

(a) We intend to acquire only new material. Unless this contract otherwise requires virgin material or supplies composed of, or manufactured from, virgin material, the contractor shall provide supplies that are new, as defined in this clause.

(b) Definitions:

(1) "New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

(2) "Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

(3) "Recovered material" means waste materials and by-products that have been recovered or diverted from solid waste including post-consumer material, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(4) "Remanufactured" means factory rebuilt to original specifications.

(5) "Virgin material" means previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore, or any undeveloped resource that is, or with new technology will become, a source of raw materials

(6) "Residual Inventory" means inventory from a transferred or terminated Government or commercial contract.

(c) Used, reconditioned, remanufactured supplies, unused former Government surplus property, or residual inventory shall not be used unless the contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(d) Offers to provide other than new material shall be submitted to the Contracting Officer for approval:

(1) Offerors of other than new material must provide sufficient information from which a determination of acceptability can be made. Contractors who intend to offer other than new material are to fill out the Other Than New Material Worksheet at: http://contracting.tacom.army.mil/acqinfo/OT_NEW_MATERIAL.htm . Form must be completely filled out and is to accompany your offer.

(e) If the use of used, reconditioned, remanufactured items, unused former Government surplus property, or residual inventory are approved by the Contracting Officer, we may require you to meet specific marking, inspection, and testing requirements beyond those found in this solicitation. We will negotiate these additional requirements with you before award and put them in any resulting contract.

[End of Provision]

L-15	52.215-4003 (TACOM)	HANDCARRIED OFFERS - INCLUDING OFFERS DELIVERED BY EXPRESS SERVICES (NON-US POSTAL SERVICE MAIL)	DEC/2002
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(a) Handcarried offers shall be addressed to:

US Army Tank-automotive and Armaments Command
Acquisition Center
Bid Lobby - Building 231, AMSTA-AQ-AMAD
East 11 Mile Road
Warren, MI. 48397-0001

(b) Offers shall not be addressed to an individual buyer. All offers must be addressed to the Bid Lobby at the above address.

(c) The external delivery envelope or wrapper must be marked with the solicitation number and the date and time of the solicitation closing. Each envelope should contain only one offer.

(d) Handcarried offers must be delivered to the TACOM Receiving Dock in Building 249. Directions to TACOM: From Van Dyke Avenue, travel westbound on 11 Mile Road; enter the first Arsenal gate immediately west of the railroad tracks on the north side of the street. Take an immediate right and follow security officer directions to the Receiving Dock in Building 249. The driver may need to obtain a visitors badge, and must be a US citizen. The Government will forward the package to the Bid Lobby address in Building 231.

(e) Offerors must ensure that the commercial carrier they use has a tracking system that can provide documentation of the date and

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time of delivery to the Government. For handcarried offers delivered by other than a commercial carrier, the offeror must ensure that the delivery person obtains a signature from Receiving Dock personnel on a receipt that shows the date and time of delivery to the Government. The delivery person must provide the receipt since Receiving Dock personnel do not have them.

(f) Packages must be delivered to Building 249 between the hours of 8:00 am and 3:00 pm local time.

[End of Provision]

L-16 52.215-4404 DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY MAY/2002

(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.

(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.

[End of Provision]

L-17 52.219-4003 HELP FOR SMALL, DISADVANTAGED AND WOMAN-OWNED FIRMS JUN/1997
(TACOM)

(a) Procurement Technical Assistance Centers (PTACs). The Federal Government has established over 100 PTACs around the nation to help small vendors do business with the Defense Department and other Government agencies. PTACs offer most of their services FREE OF CHARGE.

(b) PTACs provide their clients with...

- marketing advice
- information on sales opportunities and partnering prospects
- help with preparing offers
- matching your firm's services and products to Government requirements
- copies of Government specifications (sometimes for a fee)
- post-award guidance
- referrals to other business assistance resources
- newsletters, which typically discuss Government policy changes and upcoming seminars and trade fairs

(c) To find the PTAC nearest you, visit <http://www.dla.mil/db/procurem.htm> on the World Wide Web.

[End of Provision]

L-18 52.219-4005 SUBMISSION OF SUBCONTRACTING PLAN FEB/1999
(TACOM)

(a) Please refer to FAR 52.219-9, SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN, which is incorporated by reference in Section I of this solicitation. The clause requires large businesses to submit a subcontracting plan for small and small disadvantaged business concerns. Such plans are not required from offerors that are small businesses.

(b) TACOM will require a copy of such subcontracting plan. Large businesses may submit a copy of their plans (i) as an attachment to their offer in response to this solicitation; or (ii) after the bid opening/proposal closing date, in response to the Government's telephonic request (in which case the copy must be provided within five workdays of the date of the request). The plan will be submitted to the buyer's e-mail address on the face page of the solicitation.

(c) As the offeror, you need to mark each page of your subcontracting plan with the solicitation number and date. If this is a negotiated acquisition, we reserve the right to negotiate any and all elements of the proposed plan during negotiation of cost, technical, and/or managerial features of the proposal. We also reserve the right in negotiated acquisitions to discuss the subcontracting plan after receipt of any best and final offer, in which case such discussion shall not constitute a re-opening of

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negotiations.

(d) Failure to submit and, if applicable, negotiate an acceptable subcontracting plan which, in the judgment of the Contracting Officer, provides the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the awarded contract shall render the offeror ineligible for award. In this connection, offerors should be aware of the statutory goal that has been placed on the Department of Defense to award five percent of its total planned subcontracting dollars to small disadvantaged businesses (to include Historically Black Colleges and Universities and Minority Institutions) at the prime contract and subcontract levels. In view of this Congressional mandate, large businesses shall provide specific explanation as a part of any written subcontracting plan furnished in response to this solicitation/contract that identifies a goal for subcontracting to small disadvantaged business concerns and/or Historically Black Colleges and Universities and/or Minority Institutions that, in the aggregate, amounts to less than five percent of the bid or proposal's total subcontracting dollars.

[End of Provision]

L-19 52.233-4000 NOTICE REGARDING TACOM OMBUDSPERSON AND AMC-LEVEL PROTEST PROGRAM MAY/2000
(TACOM)

(a) At the Tank-automotive and Armaments Command (TACOM) we have an ombudsperson office, which builds an extra communication avenue that our contractors can use.

(b) If you think that this solicitation contains inappropriate requirements, needs streamlining, or should be changed, you should first contact the buyer or the Procuring Contracting Officer (PCO).

(c) The buyer's name and phone number are on the cover page (SF 1449) of this solicitation in block number 7.

(d) If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsperson's Office. Our Ombudsperson is Ms. LaRuth Shepherd. Her address, e-mail and phone number are:

U.S. Army TACOM
AMSTA-AQ-C (Ms. Shepherd)
Warren, MI 48397-5000

shepherl@tacom.army.mil

(586) 574-6597 or 6547

(e) If you contact Ms. Shepherd, please provide her with the following information:

- (1) TACOM solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(f) Another avenue you can use, if you wish to protest some feature of this acquisition, is to protest to TACOM's headquarters, the Army Materiel Command. The AMC-level protest program encourages interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during an AMC-level protest to the same extent, and within the same time periods, as would apply to a protest filed with the GAO. The AMC program has a goal of resolving protests within 20 working days from the date of filing. To be timely, AMC-level protests must be filed within the periods specified in subpart 33.103 of the Federal Acquisition Regulation.

(g) To file an AMC-level protest, send the protest to:

HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Road, Rm 2-1SE3401
Ft. Belvoir, VA 22060

Fax number: (703) 806-8866/8875

If you have a web-browser, you can use the following HTTP to view the complete AMC-level protest procedures:

www.amc.army.mil/amc/command_counsel/protest/protest.html

[End of Provision]

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Section L -- Instructions for Submission of Proposals

L.1 GENERAL

L.1.1 Proposal. Offerors must submit a written proposal with the information required as specified herein. If a proposal is not in accordance with the information requested in the solicitation, it may be eliminated from consideration.

L.1.2 Non-Compliance. Failure to conform with the requirements of the RFP, or exceptions taken to the terms and conditions of the RFP, may form the basis for rejection of the offer. Accordingly, Offerors are encouraged to contact the contracting office in writing in order to request an explanation of any aspect of these instructions.

L.1.3 Sufficiency. Offerors are cautioned that proposals which fail to substantively respond to the requirements of Section L and which merely offer to perform the work in accordance with the request for proposal, or which fail to present more than a statement indicating their capability of compliance with the technical requirements without elaboration, shall be deemed unacceptable and shall not be further considered.

L.1.4 Best Value/Military Specifications/Military Standards. Offerors shall use a best value approach to comply with the performance requirements stated in this RFP. Offerors shall propose performance solutions in lieu of military specifications or standards (except where compliance with military specifications and standards is specifically required in the RFP). When no available performance solutions exist, the Offeror shall use acceptable industry standards in lieu of military specifications or standards. When an Offeror decides that, as a last resort, no cost effective solutions other than a military specification or standard is available, then the Offeror may use the approach contained in the military specification or standard for contract compliance.

L.1.5 Sources of Advisory Personnel. In addition to the Government staff of subject matter experts to evaluate proposals, it will be necessary to retain the services of several experts from private industry, academia, non-profit institutions, or other non-Government sources. When the Government announces that support Contractors will be used for this acquisition (by appropriate name fill-ins below), the following actions are required:

(1) Offerors are advised that employees of the firms identified below may serve as technical advisors or Source Selection Evaluation Board (SSEB) members in the source selection process. These individuals will be authorized access to only those portions of the proposal data and discussions that are necessary to enable them to perform their respective duties. Such firms are expressly prohibited from competing on the subject acquisition and from scoring or ranking of proposals or recommending the selection of a source.

Non-Government Advisors

1. Paul Richardson, Associate Professor
Department of Electrical & Computer Engineering
University of Michigan - Dearborn
4901 Evergreen Road
Dearborn, MI 48128-1491
(313) 593-5560
2. Michael Smith
DCS Corporation
6 Lancaster Road
Harvard, MA 01451
(978) 784-8980
3. John Smithmyer (Primary), Michael Dion (Alternate)
Alion Science and Technology
Spectrum Engineering Group
185 Admiral Cochrane Drive
Annapolis, MD 21401
(410) 573-7215

(2) In accomplishing their duties related to the source selection process, the aforementioned advisors/firms may require access to proprietary information contained in the Offerors' proposals. Therefore, pursuant to FAR 9.505-4, these firms must execute an agreement with each Offeror to the effect that they will (a) protect the Offeror's information from unauthorized use or disclosure for as long as it remains proprietary, and (b) refrain from using the information for any purpose other than that for which it was furnished. To expedite the evaluation process, each Offeror must contact the above firms to effect execution of such an agreement prior to submission of proposals. Each Offeror shall submit copies of the agreement with their proposal.

L.1.6 Proposal Submission. All or part of the successful Offerors technical proposal may be incorporated in any contract resulting from this solicitation. The successful Offerors technical proposal may be incorporated by reference. Nothing contained in the

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successful Offerors technical proposal shall constitute a waiver to any other requirement of the contract. In the event of any conflict between the successful Offerors technical proposal and any other requirement of the contract, the conflict shall be resolved in accordance with the Order of Precedence clause. The successful Offerors will provide as necessary, any updated technical proposal changes that reflect the results/responses to any Item for Clarification/Communication (IFC) or Item for Discussion (IFD) issued. If, after contract award, it is discovered that changes made as a result of any IFC/IFD issued were not incorporated in those portions of the technical proposal incorporated into the contract, such changes to the Contractors documents shall be considered administrative in nature and shall be made by unilateral modification to the contract, at no change in contract cost or price or other terms and conditions.

L.1.7 Award Without Discussions. In accordance with FAR 52.215-1 all Offerors are reminded that the Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offerors initial proposal should contain the Offerors best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

L.2 PHASE I SOLICITATION RESPONSE REQUIREMENTS

L.2.1 Proposal Format. Offerors shall submit proposals in four (4) volumes, divided into sections as delineated below:

Volume 1 - SF 33, RFP Section B, RFP Section K, Qualification Information (2 paper copies/1 electronic copy)

Volume 2 - Technical Factor (6 paper copies/2 electronic copies)

Section 1 System Performance*
Part 1 System Performance Specification (SPS)
Part 2 Requirements Flowdown Matrix (RFM)

Section 2 IMP
Part 1 Phase 1
Part 2 Phase 2
Part 3 Phase 3
Part 4 CDRL (Exhibits A and B)**

Section 3 IMS
Part 1 Phase 1
Part 2 Phase 2
Part 3 Phase 3
Part 4 CDRL (Exhibits A and B)

Volume 3 - Cost Factor (3 paper copies/2 electronic copies)

Section 1 Phase 1 Pricing
Section 2 Phase 2 Pricing
Section 3 Production Cost Estimate

Volume 4 - Past Performance Factor (2 paper copies/1 electronic copy)(30 pages maximum)

* Submit any classified as paper copy or disk appendices, as appropriate (paper copy pages count in proposal total)

** Not considered part of IMP

L.2.2 Proposal Limitations. The solicitation response shall be submitted in hard copy and electronic format (that is readable in Microsoft Office XP format) on CD-ROM or flash drive. Offerors shall submit classified information under separate cover, as an appendix to the appropriate volume, and shall appropriately mark and protect information in accordance with DD Form 254 requirements. The total page count for the entire written proposal, exclusive of the Contracts Volume I, the IMS, and the Cost Volume III, shall not exceed 150 pages, including foldout pages and any Executive Summary. Each fold in a foldout page will count as one page. Each page shall have a minimum of one inch margins on all sides, text font size will be no smaller than 12-pitch. Offerors shall number pages in each volume sequentially and consecutively. The Government defines page one of a volume as the first page after the table of contents, list of tables and figures, and cross-reference index. If proposals exceed the page limitation, only the first 150 pages will be considered for the evaluation. The responses shall contain four (4) separate volumes (only one copy of each volume is allowed per electronic media):

Volume 1 - SF 33, RFP Section B, RFP Section K, Qualification Information two hard copies and one electronic (CD-ROM) copy.

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Volume 2 - Technical Factor six hard copies and two electronic copies. For the IMS, two electronic copies will be required.
Volume 3 - Cost Factor three hard copies and two electronic copies.
Volume 4 - Past Performance Factor two hard copies and one electronic copy.

L.2.3 Table of Contents. Each file shall contain a table of contents as the first page(s) of the document, with hyperlinks from the table of contents to the sections/pages/paragraphs referenced in the table.

L.2.4 File Size. Use of graphics should be kept to a minimum to minimize file size. Sound files and video files should not be used. Each file must be self-contained. Links to websites on the internet are not allowed.

L.3 CONTENTS OF THE OFFER, VOLUME I

L.3.1 Standard Form 33, "Solicitation, Offer and Award," with blocks 12 through 18 completed by the Offeror.

L.3.2 RFP Section B, "Supplies or Services and Prices/Costs," with the Offeror's proposed contract line items (CLIN) amounts, estimates, and prices for option CLINS, inserted in the appropriate spaces.

L.3.3 RFP Section K, "Representation, Certifications and Other Statements of Offerors," completed by the Offeror.

L.3.4 RFP Exhibit A "Contract Data Line Items (CDRLs)" with prices filled in. (NOTE: The prices are for informational purposes only)

L.4 CONTENTS OF THE OFFER, VOLUME II TECHNICAL FACTOR

L.4.1 System Performance.

L.4.1.1 Section 1, Part 1, System Performance Specification The Offeror shall develop and submit an SPS that maps the LAV-C2 Upgrade SRD into the SPS. Any classified information submitted as part of the SPS shall be provided in a separate annex. The SPS shall contain a LAV-C2 Upgrade system description which shall include such elements as the platform integration, support and test equipment, spares and repair parts, training and training equipment, test instrumentation kits, facilities, software, containers, and personnel. The Offeror shall allocate the system-level performance to subsystem/major component specifications, Interface Control Documents (ICDs), etc. Offerors shall disclose any assumptions with respect to Government furnished resources, data, or support which Offerors require to allow the system to achieve the performance levels stated in the specifications. The SPS shall state the Offeror's capability to meet each SRD requirement with criteria and methodology for verifying compliance. It shall define the functional requirements for the item, the environment in which it shall operate, and interface and interchange characteristics.

L.4.1.2 Section 1, Part 2, Requirements Flowdown Matrix (RFM). The Offeror shall develop and submit an RFM that addresses each requirement in the SRD. This matrix shall clearly define the Offeror's commitment to meet key performance parameters, their proposed threshold and objective requirements and the Offerors commitment to meet the other SRD requirements. For each requirement in the SRD, the Offeror shall propose a specific value, range of values or capability; or state whether that requirement will not be addressed in his design. Offerors shall reference any requirement needing descriptive data as a note in the RFM. The Offeror shall describe the capability proposed in sufficient detail to support system verification, test and evaluation planning, and trade-offs.

L.4.2 Integrated Master Plan (IMP). The IMP shall describe the total work effort necessary to acquire an integrated LAV-C2 Upgrade system that meets specification by establishing events, significant accomplishments and accomplishment criteria for the appropriate system life cycle functions. AFMC Pamphlet 63-5 may be used as a guide. The IMP shall be incorporated into the resulting contract. For this effort, the Offeror shall develop an IMP covering Phase I, II, and III. The Phase I IMP shall become contractually binding at contract award. The Phase II IMP shall become contractually binding at exercise of the Phase II options. Offerors shall identify any pre-coordinated Government furnished resources, data, or support required in the Offeror's IMP. Offerors shall also identify any tasks associated with Marine Corps Logistics Bases (if proposed) in the IMP. In addition, the Offeror shall include any Phase II events that must take place during Phase I to meet Phase II schedule and objectives. Offerors shall prepare the IMP to provide the level of detail necessary to manage and execute the program and shall address the Work Breakdown Structure. The IMP for Phase III need not provide the same level of detail as that for Phases I and II, but shall address the Work Breakdown Structure to at least the fourth level. The IMP shall address all necessary events to define the Offeror's proposed approach including but not limited to the following:

L.4.2.1 Systems Engineering. The IMP shall address the implementation of a systems engineering program that provides the framework for the technical effort to satisfy program objectives. Include critical elements of the activities from the preliminary-design to the final design-for-test leading to a balanced product design considering all aspects of cost, schedule, and performance (e.g., trades, manufacturing process development and performance verification). Also address risk mitigation techniques (cost, schedule and technical) for identified risks and future risks to include a means of identification and resolution of design issues throughout development and production. The Offeror's systems engineering program shall include an environmental, safety and health (ESH) program that addresses requirements in the areas of National Environmental Policy Act (NEPA), Environmental Compliance, System Safety, and Health, Hazardous Materials, and Pollution Prevention.

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L.4.2.2 Test and Demonstration. The IMP shall address the tasks required to conduct a comprehensive test program that includes both Contractor and Government tests and demonstrations. A system demonstration is a key objective in both the Phase I and Phase II phases. Prior to a production decision, the LAV-C2 Upgrade system shall be integrated and demonstrated at the system level.

L.4.2.2.1 System Demonstration. The IMP shall address the tasks required for demonstration of the Offeror's system. The purpose of the demonstration is to show the key system level performance capabilities in accordance with the Offerors SPS. The Contractor shall provide operators and maintenance support for the proposed LAV-C2 Upgrade system during the Phase I system demonstration. The Government will provide vehicle operators (driver and vehicle commander), vehicle mechanics, and baseline vehicle and GFM/GFE spare parts. The Government anticipates the duration of the system demonstration to be 30 calendar days. Within 30 calendar days of completion of the system demonstration, the Government will generate a report.

L.4.2.2.2 Developmental Testing (DT). The IMP shall address the tasks required to support DT. The purpose of DT is to demonstrate system level performance in accordance with the Offerors SPS and demonstrate readiness to enter into operational testing. The Government anticipates the duration of DT to be 120 calendar days. The Government will provide: Test and maintenance facilities, test operators (vehicle and C4I suite), baseline vehicle maintenance support, maintenance support for GFE, common tools and common TMDE.

L.4.2.2.3 Operational Testing (OT). The IMP shall address the tasks required to support OT. The purpose of OT is to demonstrate operational effectiveness and demonstrate readiness to enter into Phase III. The Government anticipates the duration of OT to be 60 calendar days. The Government will conduct all testing.

L.4.2.2.4 Production Verification Testing (PVT). The IMP shall address the top-level tasks required to support PVT. The purpose of PVT is to demonstrate the production hardware has the same performance to that subjected to DT and OT. The Government anticipates the duration of PVT to be 90 calendar days.

L.4.2.3 System Safety and Health. The IMP shall address system safety and health hazards for all hazards associated with development, test, use and disposal of the system.

L.4.2.4 Hazardous Materials. The IMP shall address the Offeror's implementation and maintenance of an environmental program, including pollution prevention, in accordance with Executive orders, federal, state and local laws. Offerors shall not use ozone-depleting substances. The Hazardous Materials Management Plan shall address hazardous materials issues throughout all acquisition phases of the system and emphasize the elimination of hazardous material from the maintenance and operational stages of the life cycle.

L.4.2.5 Data Management. The Offeror shall cross-reference each item in the IMP to the Contract Data Requirements List (CDRL). The cross-references listed in Block 5 of the CDRL shall match the CDRL references at the end of the paragraphs in the IMP.

L.4.2.6 Other Data. Offerors shall submit the CDRLs contained in Exhibit A with block 5 completed. The CDRLs in these exhibits are the minimum Government requirement; Offerors may, however, propose additional CDRLs. If Offerors propose and submit additional CDRLs, they shall provide them as part of the proposal. Data Items shall be a Not Separately Priced (NSP) CLIN. Offerors shall include costs associated with the CDRLs within the appropriate CLIN.

L.4.3 Integrated Master Schedule (IMS). The Offeror shall develop an integrated and networked multi-layered-Gantt schedule of program tasks that are directly traceable to the IMP, including any tasks associated with Marine Corps Logistics Command (if proposed). The IMS shall be submitted as two electronic copies (CD-ROM or flash drive) in Microsoft Project 2000 format. The IMS shall include events, significant accomplishments, and tasks based on the proposed approach required to manage and execute the program. The Offeror shall identify the critical path and supporting narrative that explains the critical path and any unusual program aspects that substantiate successful program completion within schedule. AFMC Pamphlet 63-5 may be used as a guide. The Offeror shall use contract award as the initial start date and all information shall be consistent with the IMP milestones and events. When possible, Offerors shall group events logically in such a manner as to show a time phased development of major systems (i.e., test vehicle hardware build and related tests, combat vehicle integration, etc.). For proposal evaluation purposes, include identification numbers, task, name start/finish, duration, predecessor/successor and resources. The successful Offerors shall maintain their IMS for the contract period. Mark all tasks and events associated with test aspects of the program so the Government may readily filter them for extraction.

L.5 CONTENTS OF THE OFFER, VOLUME III COST FACTOR

L.5.1 General: The Cost Volume shall include all relevant data and information which will allow for an assessment of the reasonableness, realism and affordability of the Offeror's proposed cost. Reasonableness is defined as a cost that does not exceed what would be incurred by a prudent person in the conduct of a competitive business. Realism seeks to determine whether the Offeror's costs are representative of and consistent with the technical approach intended to accomplish the objectives and requirements of the solicitation. Affordability is judged by determining whether the Total Evaluated Price resulting from the Governments analysis of the Offerors proposed prices falls within the projected funding profile, and therefore, would be viewed as affordable to the US Marine Corps.

L.5.1.1 The estimated cost to the Government must reflect the use of prudent judgment and sound business practices. Sound business practices include compliance with applicable regulations and proper estimating and accounting of costs. The cost volume must also be consistent with the Offerors technical volume. The consistency between the Offerors cost and technical positions reflects upon the

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understanding of the work and the Offerors ability to perform the effort required by the solicitation. Any inconsistency, if unexplained, raises a fundamental question as to the Offerors inherent understanding of the work and their ability to perform the work at the stated cost. Offerors shall be held accountable for the validity of the information contained in their proposal. The burden of providing thorough and complete cost information rests with the Offeror. Should our review uncover that the facts and/or conditions were not as stated, the proposal may be rejected.

L.5.1.2 Offerors shall submit their Cost Volume in both electronic format (2 each) and hard copy (2 each) in order to expedite the Government's review of your proposal. Electronic submissions must use the Microsoft Office Package (Excel for spreadsheets and Word for written narrative). Submitted spreadsheets must contain the formulas and computations which calculate out to the proposed amounts.

L.5.1.3 In addition to the copies submitted to TACOM, the Offeror shall concurrently furnish one (1) copy each (electronic and hard copy) of their cost proposal to your cognizant DCAA or DCMAO office. The Offeror shall provide notification within its proposal as to which office/agency this information was sent to along with a point of contact, phone number and email address.

L.5.2 Proposal Structure. The instructions that follow are not intended to be restrictive or all inclusive. Offerors may submit any cost or financial information considered to be beneficial in the evaluation of their cost proposal. Separate cost schedules shall be provided for each of the Sub-factors, which correspond to the 3 phases of the program. Within each Sub-factors, a breakdown of the cost elements shall be identified, along with brief supporting narrative which describes the purpose of the cost element and its method of derivation. The cost to meet the requirements shall be accurate, complete and current. The Sub-factors include the following;

- Sub-factor 1 (Phase I): System Development and Demonstration - CPFF and Demonstration (CPFF);
- Sub-factor 2 (Phase II): Design Finalization and Test - CPFF, including costs for ILS (CPFF) and Developmental Testing & Operational Testing (CPFF);
- Sub-factor 3 (Phase III): Production and Deployment - Budgetary Estimates, including costs for completing the ILS effort and training.
- Sub-factor 4: Operation & Support Burden (O&S)--Element 4 is uniquely different from the first three Elements. The O&S Burden Element seeks information which discusses your plan, approach and the likelihood of accomplishing the objective, rather than the cost to perform the effort. The type of information which you shall address is discussed later in this section.

L.5.3 Presentation of Cost Information. The Offeror, as an independent Contractor and not as an agent of the Government, shall provide all labor, materials, supplies, services, facilities and equipment necessary to accomplish the requirements within the Integrated Master Plan. Limited cost and pricing data is required in support of the proposed amounts for each Element within the solicitation. The level of detail must be sufficient to allow the Government to conduct its assessment of the reasonableness, realism and affordability of the proposed values. Separate cost schedules are required for each Element. Within the cost schedule, a detailed breakdown of the costs is required. Each cost element shall be supported by a brief written narrative which explains the purpose of the cost and its method of derivation. Any efforts performed by a subcontractor shall be described and supported with the same level of detail as expected from the prime Contractor. All costs must be in US Dollars and be representative of then-year dollars for each Elements performance period.

L.5.3.1 Materials. The Offeror shall provide the total cost for materials along with a narrative that explains the method used to determine the cost, including information regarding the extent the material cost is based on vendor quotes, purchase order history, engineering estimates, etc. For those items considered a high-cost component (unit cost greater than \$500), the Offeror shall submit an abbreviated bill of material identifying the items name, description of the part, source/vendor, unit cost, quantity per end item, extended price and the basis of the items cost. The Offeror shall state the value for the balance of material not addressed in the high dollar category. Any subcontracts shall also be identified and explained under the material cost element. Include in this category your evaluation of the subcontractors cost and how you determined the price to be reasonable and realistic.

L. 5.3.2 Direct Labor. The Offeror shall provide its estimate of the direct labor (both hours and dollars) that is required to accomplish the requirements of this solicitation. The following information is required.

(a) Provide a time-phased breakdown of your direct labor hours by job classification (i.e. job category). For each job classification, show the number of direct labor hours to be expended for each performance year. Provide a narrative explaining what methods were used to estimate the direct labor hours (i.e. actual past efforts/experience, engineering estimates or estimates subject to a learning/improvement curve). The Offeror shall also explain how the skill mix was determined.

(b) Provide your direct labor rate (base rate prior to application of overhead) applied to the labor hours for each job classification by performance year. Provide a brief narrative explaining how the direct labor rate for each job classification was developed. Also provide any escalation rate used to price the out-year periods and the basis for this factor.

L.5.3.3 Indirect Rates. The Offeror shall identify the indirect rates (i.e. overheads, fringes, general & administrative expense, material handling, etc.) along with its method of application to the appropriate base costs within the proposal. Provide a narrative explaining how the accounting period rates are developed and what constitutes an accounting period. For each indirect rate used in the cost proposal, the Offeror shall provide the actual booked/recorded rates for the previous two years accounting periods. The Offeror shall explain any significant variance between those actual historical rates and the rates currently used in the proposal. The Offeror shall also discuss how any potential contract award would impact its business base/volume and its resultant impact on the indirect rates. Should the rates be representative of an established Forward Pricing Rate Agreement (FPRA), the Offeror shall furnish the name of the Government entity with whom the rate package was negotiated, the effective date of the settlement, any deviation from the FPRA for rates used in the proposal and a Government point of contact, including phone number and email address.

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L.5.3.4 Other Direct Costs. The Offeror shall identify all Other Direct Costs included in the proposal. By way of example, these costs may consist of travel, tooling, equipment or any other cost element that is charged direct to a contract rather than recorded in an overhead account.

L.5.3.5 Contingencies/Management Challenges. If the Offeror has included costs to cover any unknown contingencies or offers a reduction due to a management initiative, the Offeror shall identify both the value of the element and the rationale behind its development.

L.5.3.6 Profit/Fee. The Offeror shall identify the profit (on fixed price efforts) or fee (on cost reimbursement efforts) along with a brief justification to support the proposed rate.

L.5.3.7 Operations & Support (O&S) Burden. The LAV-C2 upgrade program is considering long-term support costs as part of its acquisition strategy. The operational and support costs are a critical component in the life-cycle analysis of any system. As a minimum, the Offeror shall address the following for Contractor-furnished items or Contractor modified items (non-GFE):

- 1 - Identification and control of major cost drivers.
- 2 - O&S cost reduction initiatives
- 3 - Warranty for obsolescence management and against hardware failures.

L.5.4 Cost Accounting System. The Offeror shall provide evidence that its accounting system is capable of tracking and segregating cost data in sufficient detail to administer a cost-reimbursement type contract. This evidence may be in the form of a letter issued by either DCAA or DCMAO stating that the Offeror's accounting system has been reviewed and found acceptable for this type of contract. If the Offeror presently does not have such a letter, it shall describe what action it is undertaking to obtain a DCAA or DCMAO approval of its accounting system prior to contract award.

L.6 CONTENTS OF THE OFFER, VOLUME IV PAST PERFORMANCE FACTOR

Offerors shall submit any information or data they deem important to both prime and major subcontractor performances on the selected past performance contracts. The Offeror shall identify data sources and points of contact used to substantiate its strengths, what has been done to overcome any previous problems encountered on those contracts in the area of the specific evaluation factor (to include any demonstrated processes which have been implemented on other contracts and the points of contact associated with those contracts), and any mitigating circumstances that precluded the Offeror from meeting the contract cost, schedule or performance requirements. This volume shall address two (2) Sub-factors of evaluation: Past Technical Performance and Past Affordability Performance.

NOTE: Offerors are requested to submit Past Performance information required below 20 days prior to the RFP closing date. The basic information submitted may be supplemented up until the closing date of the RFP or any extension of that date. While compliance with this request is not mandatory, it will help the Government expedite the evaluation process once offers have been received. If the Offeror plans to submit an offer but cannot comply with this request, please notify Mr. Doug Cleveland by e-mail at cleveland@tacom.army.mil.

L.6.1 In order to evaluate past technical and past affordability performance, the Offeror shall provide information from recent, relevant contracts, and those of proposed "significant" subcontractors ("significant" subcontractors are those whose total work contribution, exclusive of raw material or component suppliers, exceeds five percent of the total proposed price identified by the Offeror as being relevant to the instant effort), including federal, state and local government and private industry contracts. The following types of information are appropriate for inclusion in the Offerors proposal:

- Conformance to specifications and standards of good workmanship (both hardware and data)
- Cost control (use of Earned Value Management, Cost As an Independent Variable (CAIV), Value Engineering, Life Cycle Cost control initiatives)
- Adherence to delivery schedules
- Subcontractor management
- Number and severity of past contract problems and effectiveness of corrective actions taken
- Demonstrated ability to identify and take actions to abate risks

Provide the following for each prior Contract, both prime and significant subcontractors:

a.) Identify in specific detail why or how you consider that historical contract effort to be relevant or similar to the effort required by this solicitation. Provide a description of the scope of work requirements and a discussion of similarities between the contract scope you are reporting and the scope of this solicitation.

b.) Identify your (and any partners or significant subcontractors) CAGE and DUNS number.

c.) Government or commercial contracting activity technical representative, address, email address, and telephone number.

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d.) If a US Government contract, Procuring Contracting Officer and Administrative Contracting Officer name, address, email address, and telephone number. If not a US Government contract, then the equivalent information for foreign Government or commercial contracts.

e.) Contract Number.

f.) Contract Type.

g.) Award Price/Cost.

h.) Production Quantities and rate of production.

i.) Overall dates of contract performance.

j.) Identification of Customer.

k.) Final or projected final, price/cost.

L.6.2 We may use data the Offeror provides and data we gather independently from other sources to evaluate past performance. Since we may not interview all the sources provided, it is incumbent upon the Offeror to explain all the data provided. We do not assume the duty to search for data to cure problems we find in proposals. The burden of providing thorough and complete past performance information remains with the Offerors. We may assign a higher risk rating to a proposal, or reject a proposal if it does not contain the information requested.

L.7 Phase II and III Submission. See paragraph H.3

*** END OF NARRATIVE L 001 ***

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SECTION M - EVALUATION FACTORS FOR AWARD

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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M-1 52.217-5 EVALUATION OF OPTIONS JUL/1990

(a) Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(b) The Government may reject an offer as nonresponsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(End of provision)

M-2 52.209-4011 CONTRACTOR RESPONSIBILITY AND ELIGIBILITY FOR AWARD JAN/2001
(TACOM)

(a) We'll award a contract to the offeror that:

(1) submits the lowest evaluated offer if award is based on price only, or the offer that provides the best value to the Government if factors in addition to price are identified in Section M, and

(2) submits a bid or proposal that meets all the material requirements of this solicitation, and

(3) meets all the responsibility criteria at FAR 9.104.

(b) To make sure that you meet the responsibility criteria at FAR 9.104 we may:

(1) arrange a visit to your plant and perform a preaward survey;

(2) ask you to provide financial, technical, production, or managerial background information.

(c) If you don't provide us with the data we ask for within 7 days from the date you receive our request, or if you refuse to have us visit your facility, we may determine you nonresponsive.

(d) If we visit your facility, please make sure that you have current certified financial statements and other data relevant to your bid or proposal available for our team to review.

[End of Provision]

Section M. -- Evaluation Factors for Award.

Attention is directed to Federal Acquisition Regulation (FAR) 52.215-1, which provides that the contract will be awarded to that responsible Offeror whose proposal represents the best value after evaluation in accordance with the selection criteria described in this Section M. Proposals which merely offer to perform work in accordance with the RFP, or which fail to present more than a statement indicating their capability of compliance with the technical requirements without elaboration, will be deemed unacceptable and will be rejected.

M.1 GENERAL.

M.1.1 For Phase I, the Government may award up to two contracts. Down-select to a single contract to complete Phases II and III will take place following a system demonstration and evaluation of proposals submitted in response to Call for Improvement (see H.3). In order to determine which Offeror(s) represents the best value to the Government, the source selection authority will use a tradeoff process. Offerors are reminded that the Government may make award of a contract as a result of this solicitation without conducting discussions. Accordingly, Offerors should set forth their best terms and conditions in their initial offers.

M.1.2 The objective of this evaluation is to select a source that provides superior technical capability and low risk at a reasonable, realistic and affordable price. The Government will select the proposal that reflects the best overall value in meeting this objective.

M.1.3 Proposals containing significant inconsistencies between the proposed technical performance and cost, if unexplained, may be grounds for rejection of the proposal due to an Offerors misunderstanding of the work required or their inability to perform in any resultant contract. Offerors are cautioned that their costs must be fair and reasonable, balanced and consistent with their technical approach. Any offer failing to meet this criteria may be rejected. The Offerors price must demonstrate a direct relationship between the effort expended and its cost.

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M.2 Evaluation Criteria

M.2.1. PHASE I Evaluation Criteria and Their Relative Importance

M.2.2. Selection of an Offeror for award will be based on an evaluation of proposals, using the criteria stated in this section to determine which Offeror's proposal represents the best value to the Government. That may not be the lowest priced offer. To determine the best value, we will evaluate the following Factors: 1) Technical, 2) Past Performance, and 3) Cost. The relative priority of these Factors is as follows: the Technical Factor and the Past Performance Factor are of equal importance; and are both, individually, more important than the Cost Factor.

M.2.3 As stated above, the non-Cost Factors are more important than the Cost Factor. However, the closer the Offeror's evaluations are in the non-Cost Factors, the more significant Cost becomes in the decision. The fact that Cost is not the most important consideration does not mean that it may not be the controlling factor: 1) in circumstances where two or more proposals are considered equal; 2) when a superior proposal is unaffordable; or 3) when advantages of a higher rated, higher priced proposal are not considered to be worth the price premium.

M.2.4 Any proposal which is unrealistic in terms of technical or schedule commitments, or unrealistically high or low in price may be considered reflective of an inherent lack of technical competence or a failure to comprehend the complexity and risks of the Government's requirements, and may be rejected.

M.2.5 The following will be considered for proposal evaluation: the feasibility of the Offeror's approach to meeting the specific requirements of the solicitation; the adequacy, precision, and clarity of the Offeror's analysis techniques and rationale; and the quality of the response, including understanding of requirements, completeness and thoroughness of the proposal, and the responsiveness to the terms, conditions, and schedule.

M.2.6 A risk analysis will be conducted to evaluate the Offeror's capability to successfully execute its proposal to deliver a product meeting performance requirements within proposed cost and schedule requirements.

M.2.7 Proposals shall be evaluated in accordance with FAR 15.305(a), and, if discussions are to be conducted, a competitive range will be established. Based on the ratings of each proposal against all evaluation criteria, the contracting officer shall establish a competitive range comprised of all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency pursuant to FAR 15.306(c)(2).

M.3 TECHNICAL FACTORS. This Factor consists of two (2) Sub-factors: System Performance and Integrated Master Plan/Integrated Master Schedule (IMP/IMS). In relative importance, System Performance is greater than IMP/IMS. A proposal risk rating will be assigned for both System Performance Elements (Key Performance Parameters and Other Capabilities) and for the IMP/IMS Sub-factor. Proposal risk is of equal importance to the adjectival rating.

The System Performance and IMP/IMS shall be evaluated in accordance with the below criteria:

RATING	DEFINITION
Exceptional (Blue)	Exceeds specified evaluation standard and offers a distinct benefit to the USMC. No significant weaknesses.
Good (Green)	Meets the evaluation standards and any weaknesses can be readily corrected.
Marginal (Yellow)	Fails to meet evaluation standards, however, deficiencies can be corrected. NOTE: Mandatory clarification Request (CR) or Deficiency Report (DR) is required with this rating.
Unsatisfactory (Red)	Fails to meet a minimum requirement of the RFP. Deficiencies are not correctable without significant revisions to the proposal. NOTE: Mandatory DR is required with this rating.

Proposal Risk will be evaluated using the following criteria:

PROPOSAL RISK	RATING DEFINITION
High	Likely to cause significant disruption of schedule, increase in cost, or performance degradation, even with close monitoring.
Moderate	Potential for some cost, schedule, performance degradation, - special Contractor emphasis and Government monitoring can provide adequate control measures to mitigate this.

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Low Little potential for impact on cost, schedule, or performance - normal Contractor management and monitoring will be sufficient.

M.3.1 SYSTEM PERFORMANCE SUB-FACTOR. The System Performance sub-factor consists of two elements; Key Performance Parameters, and Other Capabilities. It is the Government's intent to purchase the most capable LAV-C2 Upgrade system within the available funding (see Cost Factor for additional detail regarding available funding). In relative importance, Key Performance Parameters are equal to Other Capabilities.

M.3.1.1 KEY PERFORMANCE PARAMETERS (KPP). The Government will evaluate the Offeror's proposal for his ability to meet the SRD KPP requirements of Section 3.1.

Standard. The Offeror meets the standard when he provides clear and convincing evidence that (a) the proposed design meets the SRD threshold requirements, (b) the proposed design provides a complete (Offeror has a clear understanding of the requirements), a reasonable (methodology and logic are consistent with requirements), and a realistic (tasks and associated duration as appropriate) approach to achieving the SRD requirements.

M.3.1.2 OTHER CAPABILITIES. The Government will evaluate the Offeror's proposal for the degree to which it incorporates SRD requirements (SRD Section 3.2 inclusive) in design concept, excluding KPPs and excluding Average Unit Production Price (AUPP) (SRD paragraph 3.2.1.8). The production prices will be evaluated as part of the Cost Factor evaluation. The Government will evaluate the Offeror's approach to implementing the performance parameter requirements of the SRD, or justification for trading these requirements. The Government will also evaluate all proposed enhancements included in the Offeror's proposed approach.

Standard. The Offeror meets the standard when he provides clear and convincing evidence that: (a) the proposed design meets the SRD threshold requirements, (b) the proposed design provides a complete (Offeror has a clear understanding of the requirements), a reasonable (methodology and logic are consistent with requirements), and a realistic (tasks and associated duration are appropriate) approach to meeting and addressing the requirements under Other Caabilities as listed in the SRD.

M.3.2 IMP/IMS SUB-FACTOR. The Government will evaluate the Offerors proposal for understanding of and the approach to the IMP and IMS. The Government will evaluate the IMP/IMS for a complete (Offeror has addressed appropriate elements), reasonable (methodology and logic are consistent with the program objectives and approach), realistic (scope and schedule are compatible, match requirements and approach), and integrated LAV-C2 Upgrade system approach. The Government will also evaluate the IMP/IMS for reasonableness in task identification, projections of task durations and linkages, characterization of the complexity of the detailed tasks, relating significant accomplishments and accomplishment criteria, and describing an event-driven program with a high probability of successful completion as planned. The Government will evaluate how the Offerors design activities consider the Phase III integration and assembly.

Standard. The Offeror meets the standard when the IMP and IMS present a complete, reasonable, and realistic plan to produce an LAV-C2 Upgrade system that meets the Statement of Objectives (SOO) and SPS.

M.4 COST FACTOR.

M.4.1 General. The selection of the successful Offeror shall be made after an assessment of each proposal against the solicitation requirements and the evaluation criteria. Proposals which are unrealistic in terms of technical or schedule commitments or unrealistically high or low in cost shall be deemed reflective of an inherent lack of technical competence or failure to comprehend the magnitude of the requirements set forth in the solicitation. Such lack of technical competency or an unrealistic or unreasonable cost may be grounds for rejection of the proposal.

M.4.2 Cost Area Evaluation Criteria. An assessment will be made of each Offeror's proposal to determine the realism, reasonableness, completeness, and affordability of the proposed prices to accomplish the solicitation requirements and objectives. Realism measures whether the proposed price accurately reflect the Offeror's technical approach in meeting the solicitation requirements and objectives, as well as an expectation that the solicitation requirements and objectives will be met at a price that will not result in a net loss to the Offeror. Reasonableness exists when the offered price does not exceed what would be incurred by a prudent person in the conduct of competitive business. Completeness measures whether the Offeror's cost proposal includes all of the costs necessary for meeting all RFP requirements and objectives and whether those estimated costs are documented and traceable to the RFP requirements and objectives. The basis for cost/price evaluation shall be the basic price and the price for all options.

M.4.2.1 The evaluation team will calculate an Assessed Price for Sub-factors 1, 2, and 3. The Assessed Price will reflect the Government's assessment of the realism, reasonableness, and completeness of the proposed amounts for each of the Sub-factors. Further, the Government will assess the affordability of each proposal against the projected funding shown in M.4.3 for each phase.

Sub-factor 1	System Development and Demonstration (Phase I)
Sub-factor 2	Design Finalization and Test (Phase II)
Sub-factor 3	Production and Deployment (Phase III)
Sub-factor 4	Operation & Support Burden will not be quantitatively assessed, rather, the Government will narratively evaluate the

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quality and practicality of the plan, approach and likelihood of successfully achieving the objectives, based on the information and data provided by the Offeror.

In terms of relative importance, the Assessed Price of Sub-factor 1 and 2 are equal. The assessed Price of Sub-factor 1 and 2 combined is equal in importance to Sub-factor 3. The individual values of Sub-factors 1 through 3 are more important than the adjectival assessment of Sub-factor 4.

M.4.3 Funding Projections. In order to assist the Offerors in developing their proposal and to enhance the competitive nature of this procurement, the Government is prepared to share with industry the projected funding levels for each phase of the program. Disclosure of this information by no means obligates the Government to expend funds at these levels. The Government will only pay for costs that are reasonable, allowable and allocable to this program.

Period	Description	Contract Type	Projected Funding
Phase I	Initial Development Stage	CPFF	\$2,889,500 (i)(ii)
	Design and Demonstration- One Prototype		
Phase II	Complete System Design and	CPFF	\$5,549,000 (ii)
	Development-4 Prototypes ILS	CPFF	
	DT/OT Support	CPFF	
Phase III	Production of hardware, including	FFP	\$21,991,000
	logistics and training	FFP & CPFF	

- (i) Note: Funding represents the total amount available per contract.
- (ii) Note: The higher a proposal cost/price is over the projected funding for Phase I and Phase II, the greater the risk that proposal will be considered unaffordable.

M.4.3.1 Flowing of Funds. Offerors are cautioned that funding is not transferable between phases. Should one phase be estimated at less than the projected funding level, the excess funding that may be available is not transferable to another phase, permitting an overage of the funding for that phase.

M.4.4 O&S Burden (Element 4). The evaluation of the O&S Burden element shall involve an assessment of the practicality, feasibility and probability of success in the Offeror's approach to identifying and mitigating the operation and support costs for the system. The Government's evaluation will narratively assess the validity, supportability and thoroughness of the information and data provided by the Offeror when addressing the issues listed in L.5.3.7 Operation & Support (O&S) Burden. The evaluation will examine the estimates and their method of derivation, the Offerors ability to accurately project O&S costs and costs reduction initiatives and the benefits to the Government through the successful implementation of the initiatives.

For the evaluation of O&S burden, the following adjectival ratings will be used.

RATING	DEFINITIONS
Exceptional	Offeror's design and approach create no increase to the operation and support costs.
Satisfactory	Offeror's design and approach create minimal increase to the operation and support costs.
Unsatisfactory	Offeror's design and approach create significant increases to the operation and support costs.

Standard The Offeror meets the standard when he provides clear and convincing evidence that the proposed design minimizes the O&S cost burden.

M.5 PAST PERFORMANCE FACTOR. The Government will evaluate past performance using the most recent and relevant performance data associated with the Offeror. In this context, the Offerors past performance means the prospective prime Contractor and his major subcontractors. In addition to evaluating the Offerors past performance data contained in the Offeror's proposal, the Government will evaluate past performance data obtained from various sources, such as Contractor Performance Assessment Reports (CPARs), Defense Contract Management Command (DCMC), program offices, and other service organizations.

M.5.1 Recent and relevant information is critical to the success of a proper past performance evaluation. To prevent real or perceived Government bias in the selection of relevant contracts or programs, the Government will use both general and specific relevancy criteria for each past performance factor. The Government will apply this standard set of relevancy criteria to select the most appropriate (relevant) contract(s) and program(s) for evaluation. The Government will use the following criteria:

M.5.1.1 Recency and General Relevancy Criteria. To the maximum extent possible, the Government will limit past performance data to the past five years of the Offeror's performance on a contract (starting with receipt of proposals and back five years) and to that associated with the same geographic division or unit of the company as the LAV-C2 Upgrade Offeror. Wherever possible, the Government

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will evaluate past performance on contracts/programs that are similar to the LAV-C2 Upgrade program in product types, program phase, complexity, scope, competitive environment, and contract type.

M.5.1.2 Specific Relevancy Criteria. Wherever possible, the Government will gather past performance data on contracts, programs and/or projects that are similar to the LAV-C2 Upgrade program as follows:

- a. Product (End Item) Performance on a C4I system/subsystem integrated into a combat platform with test data from production or production representative end items.
- b. Integration Performance of C4I system/subsystem program on a combat platform with a significant amount of interaction between the Offeror and its subcontractors, suppliers, or associate Contractors.
- c. Cost and Schedule Performance on a C4I system/subsystem program on a combat platform.

M.5.2 After applying the recency criteria and the general and specific relevancy criteria to select contracts/programs for evaluation, the Government will review the selected contracts/programs for each past performance factor. In cases where different contracts/programs are similar in scoring against the factor criteria, the Government will favor relevancy over recency (i.e., C4I integration priority). To the maximum extent possible, evaluations under the Cost and Schedule element will be linked to contracts/programs appearing under Product Performance. Multiple contracts for the same product (different production lots) will be evaluated as one program under Product Performance.

M.5.3 For each sub-factor, the Government will evaluate a maximum of three programs and their associated contracts. If an Offeror does not have a maximum number of recent and relevant programs under one sub-factor or if pertinent data are not available on all programs, the Government evaluation will be limited to the reduced number of recent and relevant programs. The Government will evaluate additional programs ONLY IF data are NOT available on the more relevant program(s).

M.5.4 The Government will evaluate past performance against the two sub-factors of Contractor Past Technical Performance and Contractor Past Affordability Performance. The two sub-factors are equal in importance. The Sub-factors will receive individual adjectival ratings as shown in the table below.

Rating	Definition
Exceptional	Very likely to meet or exceed program requirements with little or no Government oversight or intervention. Should problems arise, the Offeror has a demonstrated ability to solve them without impacting the programs cost and/or schedule.
Good	Likely to meet or exceed program requirements with little or no Government oversight or intervention. Should problems arise, the Offeror has a demonstrated ability to solve them without impacting the programs cost and/or schedule.
Satisfactory	Will probably meet program requirements. Some Government oversight or intervention may be required. Should problems arise, the Offeror has a demonstrated ability to solve them with little impact to the programs cost and/or schedule.
Marginal	Will probably not meet program requirements without substantial changes in his business/technical/organizational approaches. Substantial Government oversight or intervention may be required.
Unsatisfactory	Will probably not meet program requirements. The Offeror either failed to recognize performance issues or recognized them and failed to offer adequate risk mitigation measures. The Offerors performance deficiencies will likely have substantial impact on the programs cost and/or schedule irrespective of the degree of Government oversight or intervention.

M.5.4.1 Contractor Past Technical Performance Sub-factor. The Contractor Past Technical Performance sub-factor will evaluate the Offerors recent and relevant performance in meeting product Performance and Combat Vehicle Integration requirements. There are two Contractor Past Technical Performance Elements, equal in importance, as follows:

M.5.4.1.1 Product Performance Element. The Government will evaluate the Offeror's past performance in producing systems that meet performance requirements during test and deployment and a demonstrated ability to manufacture quality hardware. Product performance

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includes: satisfying specified performance requirements during testing, performance of the system in the field, integrity of the system/subsystem qualified test and production assets, timeliness of warranty or Contractor repairs, and delivery of qualified hardware (as evidenced by reduction of engineering changes (ECOs, ECNs, ECPs, supplier ECPs), rework activity, requests for waivers/deviations, material review board actions).

Standard 1. The Offeror meets the standard by demonstrating the development of system/subsystems that meet the required system performance specifications.

Standard 2. The Offeror meets the standard by demonstrating that all systems/subsystems were fully qualified and ready for intended use prior to delivery to the Government.

Standard 3. The Offeror meets the standard by demonstrating that warranty or Contractor logistics support repairs were timely.

Standard 4. The Offeror meets the standard when past performance substantiates reduction of occurrences of engineering changes, rework activity, requests for waivers/deviations, and material review board actions.

M.5.4.1.2 Combat Platform Integration Performance Element. The Government will evaluate the Offerors past performance for evidence of his ability to successfully integrate a C4I system/subsystem program with a combat platform. The Government will consider the following: the Offerors performance as the prime Contractor and/or on an integration team and the ability to integrate a system on one or more combat platform(s).

Standard 1. The Offeror meets the standard by demonstrating through previous experience the ability to work effectively as the prime Contractor and/or integration team member. This experience should include working with other prime Contractors, subcontractors, and Government agencies.

Standard 2. The Offeror meets the standard by demonstrating through previous experience the ability to successfully integrate a C4I system/subsystem on a combat platform.

M.5.4.2 Contractor Past Affordability Performance Sub-factor. The Contractor Past Affordability Performance Sub-factor will evaluate the Offerors recent and relevant performance in meeting Cost/Schedule Performance requirements. There is only one Element, Cost and Schedule Performance.

M.5.4.2.1 Cost and Schedule Performance Element. The Government will evaluate the Offerors past cost and schedule performance and his ability to execute a program according to plan. Examples of program aspects which the Government will evaluate are: cost/schedule control system effectiveness and use; performance to program schedule: timeliness and accuracy of problem identification and resolution to prevent adverse cost and schedule impacts; cost growth and schedule slippage.

Standard 1. The Offeror meets the standard by demonstrating use of a cost/schedule control system capable of identifying program problem areas, allowing appropriate and timely corrective action to prevent adverse program impacts.

Standard 2. The Offeror meets the standard by demonstrating the ability to execute program plans, including implementation of any changes or recovery initiatives, if applicable, within cost and schedule.

M.6 PHASE II and III Evaluation Criteria and Their Relative Importance

M.6.1 Following the completion of the phase I system demonstration, a Call for Improvements (CFI) will be issued to down-select to a single Contractor for phases II and III (but see H.3.7).

M.6.2. Selection of the Offeror for award (option exercise) will be based on an evaluation of the information submitted in response to the CFI, and documented results of the Phase I system demonstration, using the criteria stated below to determine which Offeror's proposal represents the best value to the Government (not necessarily the lowest priced offer). To determine the best value, we will evaluate the following factors:

- a. Technical
 - b. Cost
- The relative importance of these factors is the Technical Factor is more important than the Cost Factor.

M.6.3 As stated above, the Technical Factor is more important than the Cost Factor. However, the closer the Offeror's evaluations are in the Technical Factor, the more significant Cost becomes in the decision. That Cost is not the most important consideration does not mean that it may not be the controlling factor: (a) in circumstances where the two proposals are considered equal; (b) when a superior proposal is unaffordable; or (c) when advantages of a higher rated, higher priced proposal are not considered to be worth the price premium.

M.6.3.1 TECHNICAL FACTORS. This factor consists of two subfactors: (1) System Performance, and (2) Integrated Master Plan/Integrated Master Plan/Integrated Master Schedule (IMP/IMS). System Performance is of greater importance than IMP/IMS.

Name of Offeror or Contractor:

M.6.3.1.1.1 SYSTEM PERFORMANCE SUB-FACTOR. The System Performance sub-factor consists of three elements: (1) Key Performance Parameters (KPP), (2) Other Capabilities, and (3) Ease of Use/Human Factors (EOU/HF). KPPs are equal in importance to Other Capabilities. KPPs and Other Capabilities are individually more important than EOU/HF.

M.6.3.1.1.1.1 KEY PERFORMANCE PARAMETERS (KPP). The evaluation of KPPs will be the same as that used for Phase 1.

M.6.3.1.1.1.2 OTHER CAPABILITIES. The evaluation of Other Capabilities will be the same as that used for Phase 1.

M.6.3.1.1.1.3 EASE OF USE/HUMAN FACTORS (EOU/HF). The Government will evaluate EOU/HF in accordance with the below criteria:

RATING	DEFINITION
Exceptional	Offeror's design is safe, easy to use, and facilitates the efficient and effective individual and staff functions of the user.
Satisfactory	Offeror's design is safe, useable, and allows for the efficient and effective individual and staff functions of the user.
Unsatisfactory	Offeror's design is not safe, not easy to use and/or does not allow the efficient and effective individual and staff functions of the user.

Standard: The Offeror meets the standard by demonstrating a system that is safe, efficient, effective and user-friendly.

M.6.3.1.2 IMP/IMS SUB-FACTOR. The evaluation of IMP/IMS will be the same as that used for Phase 1.

M.6.4 Cost Factor Evaluation Criteria.

M.6.4.1 The FFP option price shall be evaluated in conjunction with the Technical proposal for affordability, completeness, and realism to determine the probability that the Offeror will successfully perform within the proposed price, but not for the purpose of price adjustment. The CPFF options shall be evaluated in accordance with the Phase I criteria (M.4, inclusive).

- Sub-factor 1 System Development and Demonstration (Phase I) - will not be evaluated in Phase II
- Sub-factor 2 Design Finalization and Test (Phase II)
- Sub-factor 3 Production and Deployment (Phase III)
- Sub-factor 4 Operation & Support Burden will not be quantitatively assessed, rather, the Government will narratively evaluate the quality and practicality of the plan, approach and likelihood of successfully achieving the objectives, based on the information and data provided by the Offeror in their proposal.

In terms of relative importance, the cumutlative prices of Sub-factor 3 are more important than Sub-factor 2. The individual values of Sub-factors 2 and 3 are more important than the adjectival assessment of Sub-factor 4.

F. CONTRACTOR:

1. DATA ITEM NO. A003
2. TITLE OF DATA ITEM: Integrated Master Plan / Integrated Master Schedule (IMP/IMS) Updates
3. SUBTITLE:
4. AUTHORITY (Dt of Acq Document No.) Contractor Format 5. CONTRACT REFERENCE: TBD
6. REQUIRING OFFICE: PM-LAV
7. DD250 REQ: LT 8. APP CODE: 9. DIST. STATEMENT REQUIRED: 10. FREQUENCY: See Blk 16
11. AS OF DATE: 12. DATE OF FIRST SUB: 13. DATE OF SUBS.SUB:
14. DISTRIBUTION A. ADDRESSEES C2CDRL@tacom.army.mil B. COPIES DRAFT FINAL 1
15. TOTAL: 1
16. REMARKS: Applies to all phases. The contractor shall submit the updated IMP/IMS electronically to C2CDRL@tacom.army.mil. Submission and updates shall be made as required. DID DI-MGMT-80004 is referenced for information purposes only. Following format of this DID is not required.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

A. CONTRACT LINE ITEM NO B. EXHIBIT: C. CATEGORY:
D. SYSTEM/ITEM: E. CONTRACT/PR NO.: F. CONTRACTOR:

1. DATA ITEM NO. A004
2. TITLE OF DATA ITEM: Cost Schedule Status Report (CSSR)
3. SUBTITLE:
4. AUTHORITY (Dt of Acq Document No.) Contractor Format 5. CONTRACT REFERENCE: TBD
6. REQUIRING OFFICE: PM-LAV
7. DD250 REQ: LT 8. APP CODE: 9. DIST. STATEMENT REQUIRED: 10. FREQUENCY: See Blk 16
11. AS OF DATE: 12. DATE OF FIRST SUB: 13. DATE OF SUBS.SUB:
14. DISTRIBUTION A. ADDRESSEES C2CDRL@tacom.army.mil B. COPIES DRAFT FINAL 1
15. TOTAL: 1

16. REMARKS: Applies to phases I and II. The contractor shall submit the monthly CSSR, electronically in X.12 format and Microsoft Excel spreadsheet to C2CDRL@tacom.army.mil. Initial submission 60 DAC, monthly updates thereafter. DID DI-MGMT-81467 is referenced for information purposes only. Following format of this DID is not required.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: I. APPROVED BY:
H. DATE: J. DATE:

A. CONTRACT LINE ITEM NO B. EXHIBIT: C. CATEGORY:
D. SYSTEM/ITEM: E. CONTRACT/PR NO.: F. CONTRACTOR:

1. DATA ITEM NO. A005
2. TITLE OF DATA ITEM: Safety Assessment Report (SAR)
3. SUBTITLE:
4. AUTHORITY (Dt of Acq Document No.) Contractor Format 5. CONTRACT REFERENCE: TBD
6. REQUIRING OFFICE: PM-LAV
7. DD250 REQ: LT 8. APP CODE: A 9. DIST. STATEMENT REQUIRED: 10. FREQUENCY: See Blk 16
11. AS OF DATE: 12. DATE OF FIRST SUB: 13. DATE OF SUBS.SUB:
14. DISTRIBUTION A. ADDRESSEES C2CDRL@tacom.army.mil B. COPIES DRAFT FINAL 1
15. TOTAL: 1

16. REMARKS: Applies to all phases. The contractor shall submit the SAR electronically to C2CDRL@tacom.army.mil. Submit 120 DAC, update 30 days after any configuration change. The Contractor shall also notify the Government immediately by phone or fax if new

hazards or increased risk probability levels are identified during Government DT or OT. DID DI-SAFT-80102B is referenced for information purposes only. Following format of this DID is not required.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY:

I. APPROVED BY:

H. DATE:

J. DATE:

A. CONTRACT LINE ITEM NO

B. EXHIBIT:

C. CATEGORY:

D. SYSTEM/ITEM:

E. CONTRACT/PR NO.:

F. CONTRACTOR:

1. DATA ITEM NO. A006

2. TITLE OF DATA ITEM: Health Hazard Analysis Report (HHAR)

3. SUBTITLE:

4. AUTHORITY (Dt of Acq Document No.) Contractor Format 5. CONTRACT REFERENCE: TBD

6. REQUIRING OFFICE: PM-LAV

7. DD250 REQ: LT

8. APP CODE: A

9. DIST. STATEMENT REQUIRED:

10. FREQUENCY: See Blk 16

11. AS OF DATE:

12. DATE OF FIRST SUB:

13. DATE OF SUBS.SUB:

14. DISTRIBUTION A. ADDRESSEES C2CDRL@tacom.army.mil

B. COPIES DRAFT 1 FINAL 1

15. TOTAL: 1

16. REMARKS: Applies to all phases. The contractor shall submit the HHAR electronically to C2CDRL@tacom.army.mil. Submit 120 DAC, update as required from design changes or any new information as change pages within 15 days after the event or discovery. DID DI-SAFT-80106B is referenced for information purposes only. Following format of this DID is not required.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

A. CONTRACT LINE ITEM NO

B. EXHIBIT:

C. CATEGORY:

D. SYSTEM/ITEM:

E. CONTRACT/PR NO.:

F. CONTRACTOR:

1. DATA ITEM NO. A007

2. TITLE OF DATA ITEM: Environmental Assessment

3. SUBTITLE:

4. AUTHORITY (Dt of Acq Document No.) Contractor Format 5. CONTRACT REFERENCE: TBD

6. REQUIRING OFFICE: PM-LAV

7. DD250 REQ: LT

8. APP CODE: A

9. DIST. STATEMENT REQUIRED:

10. FREQUENCY: See Blk 16

11. AS OF DATE:

12. DATE OF FIRST SUB:

13. DATE OF SUBS.SUB:

14. DISTRIBUTION A. ADDRESSEES C2CDRL@tacom.army.mil

B. COPIES DRAFT FINAL 1

15. TOTAL: 1

16. REMARKS: Applies to all phases. The contractor shall submit an Environmental Assessment electronically to C2CDRL@tacom.army.mil. Submit 120 DAC. The Government will review and provide comments within 30 days. The Contractor shall submit a revised plan within 30 days after receipt of Government comments.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY:

I. APPROVED BY:

H. DATE:

J. DATE:

16. REMARKS: Applies to phase III. The contractor shall submit QDRR electronically to C2CDRL@ta.com.army.mil within the following timeframes: Category I PQDR - within 20 days W/O exhibit or 20 days after receipt of exhibit; Category II PQDR - within 30 days W/O exhibit or 30 days after receipt of exhibit. Prepare report to the requirements of paragraph 10.4.1 b, c, d, and e only of DI-RELI-81315

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

A. CONTRACT LINE ITEM NO
D. SYSTEM/ITEM:

B. EXHIBIT:
E. CONTRACT/PR NO.:

C. CATEGORY:
F. CONTRACTOR:

1. DATA ITEM NO. A011
2. TITLE OF DATA ITEM: End Item Final Inspection Record
3. SUBTITLE: DI-QCIC-81068
4. AUTHORITY (Dt of Acq Document No.)Contractor Format 5. CONTRACT REFERENCE: TBD
6. REQUIRING OFFICE: PM-LAV
7. DD250 REQ: LT 8. APP CODE: A 9. DIST. STATEMENT REQUIRED: 10. FREQUENCY: See Blk 16
11.AS OF DATE: 12. DATE OF FIRST SUB: As required 13. DATE OF SUBS.SUB: As required
14. DISTRIBUTION A. ADDRESSEES C2CDRL@tacom.army.mil B. COPIES DRAFT 1 FINAL 1
15. TOTAL: 2

16. REMARKS:The contractor shall submit the End Item Final Inspection Record electronically to C2CDRL@tacom.army.mil 30 days prior to commencement of Phase III, Production for Gov't review and approval. Gov't notification of conditional approval or disapproval submitted 20 calendar days after receipt of the FIR.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

A. CONTRACT LINE ITEM NO
D. SYSTEM/ITEM:

B. EXHIBIT:
E. CONTRACT/PR NO.:

C. CATEGORY:
F. CONTRACTOR:

1. DATA ITEM NO. A012
2. TITLE OF DATA ITEM: Equipment Damage & Refurbishment Inspection Report
3. SUBTITLE:
4. AUTHORITY (Dt of Acq Document No.)Contractor Format 5. CONTRACT REFERENCE: TBD
6. REQUIRING OFFICE: PM-LAV
7. DD250 REQ: LT 8. APP CODE: A 9. DIST. STATEMENT REQUIRED: 10. FREQUENCY: See Blk 16
11.AS OF DATE: 12. DATE OF FIRST SUB:As required 13. DATE OF SUBS.SUB: As required
14. DISTRIBUTION A. ADDRESSEES C2CDRL@tacom.army.mil B. COPIES DRAFT 1 FINAL 1
15. TOTAL: 2

16. REMARKS:The contractor shall submit the Equipment Damamge & Refurbishment Inspection Reports including costs and schedules for repairs on the OT and PVT vehicles, electronically to C2CDRL@tacom.army.mil 30 days after receipt of Phase II and PVT vehicles from the test sites for Gov't review and approval.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY:
H. DATE:

I. APPROVED BY:
J. DATE:

A. CONTRACT LINE ITEM NO
D. SYSTEM/ITEM:

B. EXHIBIT:
E. CONTRACT/PR NO.:

C. CATEGORY:
F. CONTRACTOR:

1. DATA ITEM NO. A013
2. TITLE OF DATA ITEM: Engineering Change Proposal (ECP)
3. SUBTITLE:
4. AUTHORITY (Dt of Acq Document No.)Contractor Format 5. CONTRACT REFERENCE: TBD
6. REQUIRING OFFICE: PM-LAV
7. DD250 REQ: LT 8. APP CODE: A 9. DIST. STATEMENT REQUIRED: 10. FREQUENCY: As req'd

11. AS OF DATE: 12. DATE OF FIRST SUB: As req'd 13. DATE OF SUBS.SUB:

14. DISTRIBUTION A. ADDRESSEES MCLCA (566-1) B. COPIES DRAFT FINAL 1
15. TOTAL: 1

16. Block 4: MEARS ECP text files shall be submitted electronically using MICROSOFT(.doc) or ADOBE (.pdf) formatted software products.

Blk 10/Blk 12: ECPs shall be formatted for all proposed changes that permanently affect the baseline of a configuration item. Upon receipt by the government, ECPs will be reviewed and disposition determined within 30 calendar days.

Blk 14: ECP submission notification shall be sent to terra.jowers@usmc.mil.

MEARS ECP accompanying figures shall be created using MICROSOFT formatted software or CCITT Group 4 graphic file with a minimum density of 600 dpi.

Point of Contact for MEARS Create questions or requests for MEARS may be directed to Ann Jowers at 229-639-6055 or terra.jowers@usmc.mil.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: I. APPROVED BY:
H. DATE: J. DATE:

A. CONTRACT LINE ITEM NO B. EXHIBIT: C. CATEGORY:
D. SYSTEM/ITEM: E. CONTRACT/PR NO.: F. CONTRACTOR:

1. DATA ITEM NO. A014
2. TITLE OF DATA ITEM: Request for Deviation (RFD)
3. SUBTITLE:
4. AUTHORITY (Dt of Acq Document No.)Contractor Format 5. CONTRACT REFERENCE: TBD
6. REQUIRING OFFICE: PM-LAV
7. DD250 REQ: LT 8. APP CODE: A 9. DIST. STATEMENT REQUIRED: 10. FREQUENCY: As req'd
11. AS OF DATE: 12. DATE OF FIRST SUB: As req'd 13. DATE OF SUBS.SUB:

14. DISTRIBUTION A. ADDRESSEES MCLCA (566-1) B. COPIES DRAFT FINAL 1
15. TOTAL: 1

16. Block 4: MEARS RFP text files shall be submitted electronically using MICROSOFT(.doc) or ADOBE (.pdf) formatted software products.

Blk 10/Blk 12: RFDs shall be submitted to obtain authorization to deliver nonconforming material or processes which do not meet prescribed configuration documentation.

Blk 14: RFD submission notification shall be sent to terra.jowers@usmc.mil.

MEARS RFD accompanying figures shall be created using MICROSOFT formatted software or CCITT Group 4 graphic file with a minimum density of 600 dpi.

Point of Contact for MEARS Create questions or requests for MEARS may be directed to Ann Jowers at 229-639-6055 or terra.jowers@usmc.mil.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

A. CONTRACT LINE ITEM NO B. EXHIBIT: C. CATEGORY:
D. SYSTEM/ITEM: E. CONTRACT/PR NO.: F. CONTRACTOR:

1. DATA ITEM NO. A015
2. TITLE OF DATA ITEM: Receipt of Government Material / Equipment Report
3. SUBTITLE:
4. AUTHORITY (Dt of Acq Document No.)Contractor Format 5. CONTRACT REFERENCE: TBD
6. REQUIRING OFFICE: PM-LAV
7. DD250 REQ: LT 8. APP CODE: A 9. DIST. STATEMENT REQUIRED: 10. FREQUENCY: See Blk 16
11.AS OF DATE: 12. DATE OF FIRST SUB:As required 13. DATE OF SUBS.SUB: As required
14. DISTRIBUTION A. ADDRESSEES C2CDRL@tacom.army.mil B. COPIES DRAFT 1 FINAL 1
15. TOTAL: 2

16. REMARKS: Applies to all phases. The contractor shall submit the reports electronically to C2CDRL@tacom.army.mil within 10 days after receipt of GFE/M. The Contractor shall inspect the GFE/M to determine its adequacy, count, and condition. All deficiencies shall be identified in the report.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: I. APPROVED BY:
H. DATE: J. DATE:

A. CONTRACT LINE ITEM NO B. EXHIBIT: C. CATEGORY:
D. SYSTEM/ITEM: E. CONTRACT/PR NO.: F. CONTRACTOR:

1. DATA ITEM NO. A016
2. TITLE OF DATA ITEM: Vehicle Maintenance Record
3. SUBTITLE:
4. AUTHORITY (Dt of Acq Document No.)Contractor Format 5. CONTRACT REFERENCE: TBD
6. REQUIRING OFFICE: PM-LAV
7. DD250 REQ: LT 8. APP CODE: A 9. DIST. STATEMENT REQUIRED: 10. FREQUENCY: See Blk 16
11.AS OF DATE: 12. DATE OF FIRST SUB:As required 13. DATE OF SUBS.SUB: As required
14. DISTRIBUTION A. ADDRESSEES C2CDRL@tacom.army.mil B. COPIES DRAFT 1 FINAL 1
15. TOTAL: 2

16. REMARKS: Applies to all phases. NLT ten days after receipt of the Government Furnished vehicle(s), the Government will perform a joint Limited Technical Inspection with the contractor to validate the condition of the vehicles. Upon completion of the LTI, the Contractor shall perform any/all maintenance actions on the vehicle(s) while the vehicle(s) are under their control, to ensure that they are fully operational when they are turned over to the Government. The contractor shall submit a bi-monthly Vehicle Maintenance Record detailing the condition of the vehicle and any maintenance actions conducted during the report period. The contractor shall submit the report electronically to C2CDRL@tacom.army.mil.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: I. APPROVED BY:
H. DATE: J. DATE:

A. CONTRACT LINE ITEM NO B. EXHIBIT: C. CATEGORY:
D. SYSTEM/ITEM: E. CONTRACT/PR NO.: F. CONTRACTOR:

1. DATA ITEM NO. A017
2. TITLE OF DATA ITEM: Technical Data Package (TDP)
3. SUBTITLE:
4. AUTHORITY (Dt of Acq Document No.)Contractor Format 5. CONTRACT REFERENCE: TBD
6. REQUIRING OFFICE: PM-LAV
7. DD250 REQ: LT 8. APP CODE: A 9. DIST. STATEMENT REQUIRED: 10. FREQUENCY: See Blk 16

11. AS OF DATE: 12. DATE OF FIRST SUB: As required 13. DATE OF SUBS. SUB: As required

14. DISTRIBUTION A. ADDRESSEES C2CDRL@tacom.army.mil B. COPIES DRAFT 1 FINAL 1
15. TOTAL: 2

16. REMARKS: Applies to phase III. The complete TDP that describes the LAV-C2 Upgrade configuration shall be delivered 90 days after successful completion of PVT.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: I. APPROVED BY:
H. DATE: J. DATE:

A. CONTRACT LINE ITEM NO B. EXHIBIT: C. CATEGORY:
D. SYSTEM/ITEM: E. CONTRACT/PR NO.: F. CONTRACTOR:

1. DATA ITEM NO. A018
2. TITLE OF DATA ITEM: Equipment Preservation and Data Sheet (EPDS) Update
3. SUBTITLE:
4. AUTHORITY (Dt of Acq Document No.) Contractor Format 5. CONTRACT REFERENCE: TBD
6. REQUIRING OFFICE: PM-LAV
7. DD250 REQ: LT 8. APP CODE: A 9. DIST. STATEMENT REQUIRED: 10. FREQUENCY: See Blk 16
11. AS OF DATE: 12. DATE OF FIRST SUB: As required 13. DATE OF SUBS. SUB: As required

14. DISTRIBUTION A. ADDRESSEES C2CDRL@tacom.army.mil B. COPIES DRAFT 1 FINAL 1
15. TOTAL: 2

16. REMARKS: Applies to phase III. The contractor shall update the GFI EPDS as necessary based on the Contractor's LAV-C2 Upgrade configuration. The update shall be submitted electronically to C2CDRL@tacom.army.mil for Government review 30 days prior to PVT. Government comments will be provided with 45 days of receipt. A verification effort may be conducted by the Government if required. This verification will take place at the Contractor's facility within the 45 day Government comment period. A final updated EPDS shall be delivered NLT 20 days after receipt of Government comments.

17. PRICE GROUP: 18. ESTIMATED TOTAL PRICE:

G. PREPARED BY: I. APPROVED BY:
H. DATE: J. DATE:

A. CONTRACT LINE ITEM NO B. EXHIBIT: C. CATEGORY:
D. SYSTEM/ITEM: E. CONTRACT/PR NO.: F. CONTRACTOR:

1. DATA ITEM NO. A019
2. TITLE OF DATA ITEM: Inventory List of Removed Components
3. SUBTITLE:
4. AUTHORITY (Dt of Acq Document No.) Contractor Format 5. CONTRACT REFERENCE: TBD
6. REQUIRING OFFICE: PM-LAV
7. DD250 REQ: LT 8. APP CODE: A 9. DIST. STATEMENT REQUIRED: 10. FREQUENCY: See Blk 16
11. AS OF DATE: 12. DATE OF FIRST SUB: As required 13. DATE OF SUBS. SUB: As required

14. DISTRIBUTION A. ADDRESSEES C2CDRL@tacom.army.mil B. COPIES DRAFT 1 FINAL 1
15. TOTAL: 2

16. REMARKS: Applies to all phases. The contractor shall submit a listing (contractor format) that represents all items/components that were removed from the Government provided LAV-C2. At a minimum the list shall include part number or NSN, quantity, and condition. The

listing shall be submitted electronically to C2CDRL@tacom.army.mil NLT shipment of the vehicle(s) to the test site.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY:

I. APPROVED BY:

H. DATE:

J. DATE:

A. CONTRACT LINE ITEM NO

B. EXHIBIT:

C. CATEGORY:

D. SYSTEM/ITEM:

E. CONTRACT/PR NO.:

F. CONTRACTOR:

1. DATA ITEM NO. A020

2. TITLE OF DATA ITEM: Preservation and Packaging Data

3. SUBTITLE:

4. AUTHORITY (Dt of Acq Document No.) Contractor Format 5. CONTRACT REFERENCE: TBD

6. REQUIRING OFFICE: PM-LAV

7. DD250 REQ: LT

8. APP CODE: A

9. DIST. STATEMENT REQUIRED:

10. FREQUENCY: See Blk 16

11. AS OF DATE:

12. DATE OF FIRST SUB:

13. DATE OF SUBS.SUB:

14. DISTRIBUTION A. ADDRESSEES C2CDRL@tacom.army.mil B. COPIES DRAFT 1 FINAL 1

15. TOTAL: 2

16. REMARKS: Phases II and III. The contractor shall provide actual unit pack weight (pounds/lbs), unit pack size (inches), and unit pack cube (cubic ft/cu ft) for all new procurable items. This data shall be submitted electronically to C2CDRL@tacom.army.mil to support the technical manual development process.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

A. CONTRACT LINE ITEM NO

B. EXHIBIT:

C. CATEGORY:

D. SYSTEM/ITEM:

E. CONTRACT/PR NO.:

F. CONTRACTOR:

1. DATA ITEM NO. A021

2. TITLE OF DATA ITEM: SGML data / Technical Manuals (TMs) and SL-4

3. SUBTITLE:

4. AUTHORITY (Dt of Acq Document No.) Contractor Format 5. CONTRACT REFERENCE: TMCB

6. REQUIRING OFFICE: PM-LAV

7. DD250 REQ: LT

8. APP CODE: A

9. DIST. STATEMENT REQUIRED:

10. FREQUENCY: See Blk 16

11. AS OF DATE:

12. DATE OF FIRST SUB:

13. DATE OF SUBS.SUB:

14. DISTRIBUTION A. ADDRESSEES C2CDRL@tacom.army.mil B. COPIES DRAFT See blk 16

FINAL See blk 16

15. TOTAL: See blk 16

16. REMARKS: Applies to phases II and III. The contractor shall deliver SGML data for the integrated LAV-C2 Upgrade Operator Manuals 30 days prior to DT, OT, and PVT test efforts. The Operator manual shall include all operator information regardless if the components are government or contractor furnished. The contractor shall deliver SGML data for the organizational maintenance level, to include SL-4, to support DT and OT 30 days prior to DT. Deliver SGML data for the organizational maintenance level through general support maintenance level, to include SL-4, to support PVT NLT 10 days prior to the start of PVT.

Deliver SGML data for the final TMs and SL-4 (Parts) and Rebuild Standards to PM-LAV, NLT one month after successful completion of PVT.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

1. DATA ITEM NO. A024
2. TITLE OF DATA ITEM: Training Course Outlines, Material, and Daily Training Agenda
3. SUBTITLE:
4. AUTHORITY (Dt of Acq Document No.) Contractor Format 5. CONTRACT REFERENCE: TBD
6. REQUIRING OFFICE: PM-LAV
7. DD250 REQ: LT 8. APP CODE: A 9. DIST. STATEMENT REQUIRED: 10. FREQUENCY: See Blk 16
11. AS OF DATE: 12. DATE OF FIRST SUB: 13. DATE OF SUBS.SUB:

14. DISTRIBUTION A. ADDRESSEES C2CDRL@tacom.army.mil B. COPIES DRAFT FINAL 1
15. TOTAL: 1

16. REMARKS: Applies to phases II and III. The contractor shall submit the training course outline electronically to C2CDRL@tacom.army.mil for government comments to support the development of the training course materials for DT, OT, PVT, I&KP, and NET. The contractor shall provide one copy of the training materials and agenda to each student at the start of each training session. The number of students scheduled for the training sessions are as follows:

	DT	OT	PVT	I&KP	NET
Operator	10	10	15	15	15
Maintenance	0	4	6	15	15

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY:

I. APPROVED BY:

H. DATE:

J. DATE:

A. CONTRACT LINE ITEM NO

B. EXHIBIT:

C. CATEGORY:

D. SYSTEM/ITEM:

E. CONTRACT/PR NO.:

F. CONTRACTOR:

1. DATA ITEM NO. A025

2. TITLE OF DATA ITEM: Configuration Status Accounting Information (CSAI)

3. SUBTITLE:

4. AUTHORITY (Dt of Acq Document No.)DI-CMAN-81253A 5. CONTRACT REFERENCE: TBD

6. REQUIRING OFFICE: PM-LAV

7. DD250 REQ: LT

8. APP CODE: A

9. DIST. STATEMENT REQUIRED:

10. FREQUENCY: As req'd

11.AS OF DATE:

12. DATE OF FIRST SUB:As req'd

13. DATE OF SUBS.SUB:

14. DISTRIBUTION A. ADDRESSEES MCLCA (566-1)

B. COPIES DRAFT

FINAL 1

15. TOTAL: 1

16. REMARKS: Report shall be created using Microsoft EXCEL in contractor format. The report shall be submitted electronically to terra.jowers@usmc.mil. Reports will be submitted quarterly with first submission due 20 days after close of first quarter of new fiscal year. Subsequent submissions are due 20 days after close of each remaining quarter of the fiscal year. DID DI-CMAN-81253A is referenced for information purposes only. Following format of this DID is not required.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY:

I. APPROVED BY:

H. DATE:

J. DATE:

A. CONTRACT LINE ITEM NO

B. EXHIBIT:

C. CATEGORY:

D. SYSTEM/ITEM:

E. CONTRACT/PR NO.:

F. CONTRACTOR:

1. DATA ITEM NO. A026

2. TITLE OF DATA ITEM:Physical Configuration Audit (PCA) Plan

3. SUBTITLE:

4. AUTHORITY (Dt of Acq Document No.)Contractor Format 5. CONTRACT REFERENCE: TBD

6. REQUIRING OFFICE: PM-LAV

7. DD250 REQ: LT

8. APP CODE: A

9. DIST. STATEMENT REQUIRED:

10. FREQUENCY: See Blk 16

11.AS OF DATE:

12. DATE OF FIRST SUB:

13. DATE OF SUBS.SUB:

14. DISTRIBUTION A. ADDRESSEES C2CDRL@tacom.army.mil B. COPIES DRAFT FINAL 1

15. TOTAL: 1

16. REMARKS:The contractor shall submit the PCA Plan electronically to C2CDRL@tacom.army.mil 45 days prior to the configuration audit. As part of the plan the contractor shall submit a Indented Bill of Materials (IBOM). The Government shall review the plan and provide comments NLT 20 days after receipt of the plan. The Government reserves the right to audit 100% of the items on the IBOM. DID DI-SESS-81646 is referenced for information purposes only. Following format of this DID is not required.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

G. PREPARED BY:

I. APPROVED BY:

H. DATE:

J. DATE:

A. CONTRACT LINE ITEM NO

B. EXHIBIT:

C. CATEGORY:

D. SYSTEM/ITEM:

E. CONTRACT/PR NO.:

F. CONTRACTOR:

1. DATA ITEM NO. A027

2. TITLE OF DATA ITEM: Engineering Data for Provisioning (EDFP)

3. SUBTITLE:

4. AUTHORITY (Dt of Acq Document No.)Contractor Format 5. CONTRACT REFERENCE: TBD

6. REQUIRING OFFICE: PM-LAV

7. DD250 REQ: LT

8. APP CODE: A

9. DIST. STATEMENT REQUIRED:

10. FREQUENCY: See Blk 16

11.AS OF DATE:

12. DATE OF FIRST SUB:

13. DATE OF SUBS.SUB:

14. DISTRIBUTION A. ADDRESSEES C2CDRL@tacom.army.mil B. COPIES DRAFT FINAL 1

15. TOTAL: 1

16. REMARKS:The contractor shall submit two copies of the EDPF to support TM development. The EDPs is required in the following order of preference: Government or recognized industry standards, engineering drawings, commercial catalogs or catalog descriptions, or sketches or photographs with brief descriptions if dimensional, material, mechanical, electrical or other descriptive characteristics.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

A. CONTRACT LINE ITEM NO

B. EXHIBIT:

C. CATEGORY:

D. SYSTEM/ITEM:

E. CONTRACT/PR NO.:

F. CONTRACTOR:

1. DATA ITEM NO. A028

2. TITLE OF DATA ITEM: System Performance Specification

3. SUBTITLE:

4. AUTHORITY (Dt of Acq Document No.)Contractor Format 5. CONTRACT REFERENCE: TBD

6. REQUIRING OFFICE: PM-LAV

7. DD250 REQ: LT

8. APP CODE:

9. DIST. STATEMENT REQUIRED:

10. FREQUENCY: See Blk 16

11.AS OF DATE:

12. DATE OF FIRST SUB:

13. DATE OF SUBS.SUB:

14. DISTRIBUTION A. ADDRESSEES C2CDRL@tacom.army.mil B. COPIES DRAFT FINAL 1

15. TOTAL: 1

16. REMARKS: Applies to all phases. The Contractor shall submit a System Performance Specification electronically to C2CRL@tacom.army.mil as required by contract and design changes. Updates shall be submitted a required. The System Performance Specification shall be submitted in Microsoft Word.

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

Government Furnished Equipmant/Material/Property/Information

Hardware:

One (1) Light Armored Vehicle, Command and Control (LAV-C2) variant, S/N TBD with SL-3 Gear

One (1) Expeditionary Fighting Vehicle (EFV) Multi-Processor Unit (MPU) II with integrated router

Two (2) EFV Mass Memory Units (MMUs)

Four (4) MILTOPE TSC-750M MSD-FR laptop computers

One (1) Bullfrog ultra spark laptop computer

One (1) Intercommunications system

Seven (7) Combat Vehicle Crewman Helmets

Radios:

Two (2) VRC-92D SINCGARS VHF radios (four R/Ts) w/ AS-3816/VRC antennas and mounts

Two (2) AN/PRC-117 Multi-band radios w/ antennas and mounts

One (1) VRC-103 HF radio (PRC-150 R/T) w/ antenna and mount

One (1) OS-302 antenna and mount

Data receiver/transmitters:

Two Enhanced Position Location Reporting System (EPLRS) w/ antennas and mounts

One PLGR Global Positioning System w/ antenna and mount

Common Tools as requested by the Contractor

Software:

AFATDS

C2PC Gateway

Hummingbird Exceed

UNIX loaded on Bullfrog laptop computer

MS Windows 2000 loaded on MILTOPE laptop computers

MS Office Suite

Marine Corps. Interactive Computer aided Provisioning System

Information:

Light Armored Vehicle Manuals (initially PDF - SGML data will be available no later than 10 days after contract award)

LAV-25A1 Auto/Hull TM's

LI-08594B-12/1 dated 30 Sept 03

TM 08954B-10/2 dated 30 Sept 03

TM 08954B-20/4 Volumes 1&2 dated 30 Sept 03

TM 08954B-34/9 Volumes 1&2 dated 30 Sept 03

SL-3 08954B dated 31 Oct 02

SL-4 08954B Volume 2 dated 30 Sept 03

RS 08954B-50/2 dated 30 Sept 03

LAV-CCA1 TM's

LI-08650B-12 dated 30 April 03

TM 08650B-10 dated 30 Sept 03 (Supplement to TM 08954B-10/2)

TM 08650B-20 dated 30 Sept 03 (Supplement to TM 08954B-20/4)

TM 08650B-34 dated 30 Sept 03 (Supplement to TM 08954B-34/9)

SL-3 08650B dated 31 Oct 02

SL-3 08650B Change 1 dated 31 Jan 03
SL-4 08650B dated 30 Sept 03
RS 08650B-50 dated 30 Sept 03

Equipment Preservation Data Sheet for the LAV-C2

Common No. 1 Tool Kit List for NSN 4910-01-238-8115
Common No. 2 Tool Kit List for NSN 4910-01-238-8116
General Mechanics Tool Kit List for NSN 5180-00-606-3566
2nd Echelon Special Tool Kit List for NSN 5180-01-175-5559
3rd Echelon Special Tool Kit List for NSN 5180-01-176-2542
4th Echelon Special Tool Kit List for NSN 5180-01-177-1343

Data Type Dictionary (DTD) 040629 PMLAV V1

UDLP/TACOM Ground Combat Vehicle Code- Steel, Rev A, dated Apr 2004

Technical Manuals

-MILTOPE Computer
-BULLFROG Computer

USMC Maintenance Concept.

The LAV-C2 Upgrade system will utilize the following levels of maintenance. The following definitions apply:

A. Organizational Level.

This level of maintenance is broken out into two echelons of maintenance, which referred to as First and Second echelon. First echelon maintenance is performed by the user or operator of the equipment. It includes the proper care, use, operation, cleaning, preservation, lubrication, and such adjustment, minor repair and parts replacement as per described by the pertinent technical publication. Second echelon maintenance is that work performed by specially trained personnel in the organization. Appropriate publications authorize the second echelon on maintenance, with the use of common and special tools, parts, supplies, test equipment, and skilled personnel. The intent of Organizational Level Maintenance is sustaining equipment in a mission capable status and is both preventive and corrective in nature. Organizational Level Maintenance includes expeditious assessment and maintenance conducted under battlefield conditions. Organizational Level Maintenance normally entails inventory, cleaning, inspecting, preserving, lubricating, adjusting and testing as well as replacing parts and components with common and special tools. The time standard for this level of maintenance shall not exceed 2.5 hours for repair.

B. Intermediate Level.

The intent of Intermediate Level Maintenance is to return equipment to a mission capable status and is both preventive and corrective in nature. Intermediate Level Maintenance actions include inspection / in-depth diagnosis, modification, replacement, adjustment, and limited repair or evacuation / disposal of principal end items and their selected reparable and components / sub-components. Intermediate Level Maintenance also includes calibration and repair of test, measurement and diagnostic equipment as well as fabrication of items, precision machining, and various methods of welding. Intermediate Level Maintenance is performed by specially trained mechanics and technicians per individual training standards (ITS) and / or training and readiness events (TRE) and technical publications. This maintenance category includes third and fourth echelon of maintenance. Third echelon is authorized a larger assortment of parts, subassemblies, assemblies, and special and common tools and test equipment. Organizations at this level may repair subassemblies, assemblies, and the overflow from the lower echelon of maintenance. They diagnose and isolate equipment/modular malfunctions and align modules with easy to use test, measuring and diagnostic equipment. Fourth echelon maintenance is performed by units organized as semifixed or permanent shops to serve lower maintenance echelons within a geographical area. Principle function of fourth echelon is to test and repair subassemblies, assemblies and major items for return to the lower echelons or the supply system. The time standard for this level of maintenance shall not exceed six hours for repair.

C. Depot Level.

The intent of Depot Level Maintenance is to sustain equipment throughout its life cycle by performing major repair, overhaul, or complete rebuild of parts, subassemblies, assemblies or principal end items to include manufacturing parts and conducting required modifications, testing, calibrating, and reclaiming. Marine Corps Multi-Commodity Maintenance Centers, other service depots, commercial industrial facilities, original equipment manufacturers or a combination thereof may perform Depot Level Maintenance. Depot Level Maintenance also supports lower level maintenance by providing overflow maintenance services, and by performing on site maintenance services including technical assistance when required.

Military Occupational Specialties (MOS)

The following MOSs support the current LAV-C2 platform and it is recommended that the same MOSs be referenced by the contractor in the logistics documentation for the Operation and Maintenance of the C2 Upgrade. However, if by analysis, the contractor believes that the following MOSs do not have the specific skill set to operate or maintain the C2 upgrade then the contractor shall identify a MOS from the Military Occupational Specialties Manual dated 16 Apr 01 that meets the specific need for Operation or maintenance of the C2 upgrade.

MOS 0311 Light Armored Vehicle Driver. The LAV crewman provides driving skills for all mission role vehicles organic to the LAF battalion and gunnery skills for the coaxial 7.62 machine gun and the 25mm chaingun on the LAV-25. LAV crewman are proficient in mobile screening and reconnaissance techniques in support of the MAGTF.

MOS 0602 Command and Control Officer. Command and Control systems officer, or assist in commanding, a communication unit or element. Supervise and coordinate all aspects of the planning, installation, operation, displacement and maintenance of data, telecommunications, and computer systems.

MOS 2147 LAV Repairer/Technician Performs automotive duties and tasks incident to inspection, maintenance, and repair of the LAV family of vehicles. This MOS includes responsibilities from the Organizational level maintenance to the Intermediate level maintenance shop.

MOS 2861 Radio Technician

MOS 0313 LAV Crewman

0302 LAV Officer

0621 Field Radio Operator

7502 Forward Ait COntroller/Air officer

0802 Artillery Forward Observer

Operational Tempo:

Number of vehicles: 50

Annual operating hours per vehicle: 355

Annual miles per vehicle: 4891

Vehicle Part Number: 03002A0075

ATTACHMENT 005

Technical Manual Contract Requirements (TMCR) for the LAV-C2 Upgrade

SUBJECT: REQUIREMENTS FOR DELIVERY OF OPERATOR AND MAINTENANCE STANDARDIZED GENERAL MARKUP LANGUAGE (SGML) TECHNICAL MANUAL CHANGE PAGES AND REPAIR PARTS LISTS.

SCOPE: This TMCR presents requirements for preparing the SGML Technical manual data for the LAV-C2 Upgrade for all phases of the program. The requirements specified herein constitute the tasks to be performed by the contractor and the resulting deliverables. This SGML data shall be developed to support the LAV-C2 Upgrade during all testing phases and the eventual deployment of the LAV-C2 Upgrade. The SGML data, as delivered by the contractor, shall be integrated into the PM LAV FOLAV IETM

1.0 Data Items. Data Items shall be delivered in accordance with the Distribution Matrix as listed on the DD-1423, Contract Data Requirements Lists (CDRL) Exhibit X.

2.0 Applicable Documents.

2.1 Government Documents. The following documents, of the issue in effect, shall be used as guidance. In case of conflict between the requirements of MCO P5215.17 and this TMCR, the TMCR shall take precedence. These documents support both electronic and paper delivery of technical manuals.

MIL-PRF-28003B Digital Representation for Communication of Illustration Data: CGM Application Profile

MIL-HDBK-511 Department of Defense Handbook for Interoperability of Interactive

Electronic Technical Manuals (IETMs)

MCO P5215.17 The Marine Corps Technical Publication System

040629 PMLAV V1 Data Type Definition (DTD)

PM LAV Hyperlink Protocol

2.2 Commercial Documents.

ASME Y14.38M Abbreviations and Acronyms

3.0 Requirements. The requirements of this TMCR shall take precedence over any other document pertaining to TMs.

3.1 General. The LAV-C2 Upgrade SGML data shall describe in detail the operation instructions, maintenance tasks, support equipment, tools and test equipment, and repair parts necessary to operate, maintain and restore equipment/systems from the operator to the depot level. The general method of preparation shall be in accordance with PM LAV V1 040629. The SGML shall be prepared in conformance with DoD IETM Web-based guidance of the timeframe. The SGML shall be written in simple, practical English. All terminology, symbols, and abbreviations shall be readily understandable by operator/maintenance technicians. Use of abbreviations shall be held to a minimum, and shall be defined the first time they appear. All abbreviations shall be hypertext linked to a master glossary. The style and format/layout of the data shall be consistent with the GFI data provided to the contractor.

3.2 Detail Requirements. The contractor shall utilize the applicable LAV-C2A1 Government Furnished Information (GFI) Technical Publications as identified in Attachment X1 and the SGML GFI data and add/or subtract from the SGML data to create a LAV-C2 Upgrade SGML file that includes complete documentation for the -10 (Operator), -20 (Organizational), -34 (Intermediate), Rebuild Standard, and the SL-4 (Parts Manual). All information that is either added or removed from the LAV-C2A1 technical publications/SGML data shall be validated by the contractor and verified by the Government prior to final publication release to the Government. It is suggested that the contractor utilize the information in the publications that support the Government Furnished Material to the greatest extent practical for incorporation in to the LAV-C2 Upgrade SGML data. Each operator/maintenance task shall be presented in detail and in logical step-by-step procedures for the work to be accomplished. The operator/maintenance task instructions shall accurately provide the operator/technician with all the information needed to keep the equipment operational

3.3 Technical Manual Quality Assurance Data/ IETM Development Plan. This plan shall specify the development of the technical manuals and the SGML data that supports the LAV-C2 Upgrade. The plan shall detail the authoring, content, data management, integration, revision control, and quality assurance requirements. The plan also addresses specific IETM capabilities that will be demonstrated at the Logistics Demonstration. This plan shall also include the Quality Assurance Program Plan and the Contractor Verification Plan. The Plan shall be delivered to PM LAV NLT 30 days after the ILS Start of work meeting.

The schedule for each SGML deliverable item shall include the following:

- a. Conduct of Government inspections (including review of interim deliverables).
- b. Contractor quality reviews.
- c. Validation.
- d. SGML rendered for verification (proposed start of verification).
- e. Estimated date of delivery.
- f. Any other contractually required milestone (i.e., Log reviews, FEAT meetings, etc)

3.3.1. Procedures for Quality Reviews. A description of the contractor's procedures for quality reviews, including the accomplishment of required changes and the correction of identified errors and insertion into the SGML. The QA Plan shall also explain procedures for maintaining records of defects found and corrective actions taken.

3.3.2. Source Data Management. The QA Plan shall provide a description of the contractors source data management procedures. The QA Plan shall describe plans to assure that the most current source data are made available, controlled, and utilized for IETM generation. The QA Plan shall describe how the QA effort will assure direct communication between information developed by the Logistics Management Information (LMI), and the IETM authoring system. The LMI data shall be consistent with the SGML/Technical Publication data.

3.3 Front Matter. Front matter for the SGML shall conform to the requirements of PM LAV DTD. The front matter shall also contain a recapitulation of warnings and cautions. At a minimum the front matter shall consist of:

- a. Title Frame
- b. Table of Contents
- c. Safety Summary .

d. Publication Date.

3.4 Technical Content

The Lubrication procedures shall be arranged in a logical sequence that requires the personnel performing the tasks to expend the minimum time and motion. The lubrication procedures shall be arranged so as to cause minimal interference between personnel performing simultaneous checks on the same vehicle. PMCS tasks shall be arranged in a logical sequence that requires personnel performing the tasks to expend the minimum time and energy. The SGML data shall be reflective of the decisions arrived at the Front End Analysis Team meeting(s) and the data contained in the Logistics Management Information system.

3.5 Graphics and Illustrations. The primary source for graphics shall be the engineering database. However, graphics to depict clarity in procedures and tasks shall not be limited to line art derived from the engineering database.

3.6 Document Type Definition (DTD). The PM LAV1 040629 DTD shall be used by the contractor during his authoring and tagging of the technical data. Configuration management of the DTD is the responsibility of the PM LAV Office.

3.7 SGML Updates. SGML corrections resulting from Logistics reviews, technical evaluations, and validations shall be incorporated in to the final SGML database. The contractor shall propose a methodology for identifying the updated portions of the SGML to ensure accuracy and configuration control.

3.8. Operator Data. The operator data consists of tools, equipment, operation and maintenance instructions performed by the user or operator. The Operator data shall include all relevant Operator information irregardless if the components were Government or Contractor furnished.

3.9 Maintenance Data. The Maintenance Data describes equipment maintenance to be performed by organizational through depot maintenance personnel. For maintenance tasks that require common tools they must be identified in the front of the task by nomenclature only. For tools that are determined to be special tools they shall be identified in the front of the task by nomenclature and part number. The SL-4/Repair Parts List shall identify all components of the LAV-C2A2 vehicle that matches the agreed upon supportability concept. The SGML data shall be capable of processing and displaying technical information (including hydraulic and electrical schematics and flow diagrams). In the case of schematics and flow diagrams, the user will be able to trace any electrical/hydraulic circuit from its origin to termination. This should be accomplished by logical groups and unique identification description.

3.10 Publication Freeze date. The publication freeze date for the final SGML data shall be provided to the contractor during Phase III of the program and shall appear on the front covers only.

4.0 Packaging and Delivery.

4.1 Delivery Instructions. The final SGML data shall be delivered in accordance with CDRL XXX .

4.1.1 Packaging and Marking. In addition to sender and addressee information, the exterior of each package shall bear the following:

- (1) Publication number
- (2) Contract or purchase order number
- (3) Type of material enclosed
- (4) Number of containers in the shipment

4.1.2 Packing List. A copy of the letter of transmittal or packing list shall be placed inside the package. When a shipment consists of several packages, the letter of transmittal or packing list shall be enclosed in the first package and shall identify the material that was wrapped in each package.

4.1.3 CD-ROM for Review. The CD-ROMs shall be wrapped to provide maximum protection during shipping. Each CD-ROM shall be delivered in a standard compact digital/audio disk case and wrapping. The case is to be usable as storage for the disk once the plastic cover wrapping is removed. Multiple copies may be delivered in the same shipping container. CD-ROMs are to be delivered as specified on the distribution matrix of the CDRL.